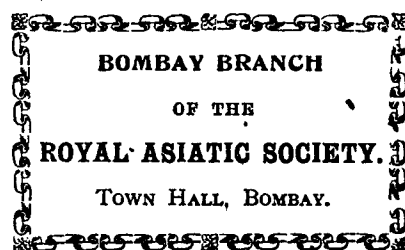




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REPORT

ON

INDIAN WHEAT

BY



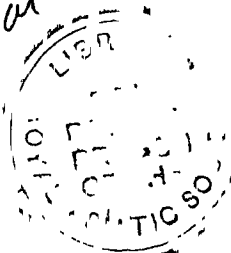
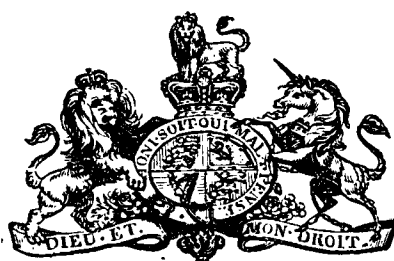
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DR. FORBES WATSON.

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Presented to both Houses of Parliament by Command of Her Majesty.

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VALUATION OF THE SAMPLES.

BENGAL.—LOWER PROVINCES.

Presidency Division :	Page.	Rajshahye Division :	
Nuddea district - - -	26	Moorshedabad district - - -	27
Burdwan Division :		Rajshahye " - - -	27
Beerbhoom district - - -	26	Bhagulpore Division :	
Burdwan " - - -	26	Bhagulpore district - - -	27
Hooghly " - - -	26	Monghyr " - - -	28
Orissa Division :		Maldah " - - -	28
Balasore district - - -	27	Purneah " - - -	29
		Sonthal Pergunnahs - - -	29

	Page.	<i>Patna Division :</i>	Page.
<i>Chota Nagpore Division :</i>		Chumparun district	29
Hazareebagh district	29	Gya	29
Lohardugga	29	Patna	30
Manbhoom	29	Sarun	30
Singbhoom	29	Shahabad	30
		Tirhoot	30

NORTH-WEST PROVINCES AND OUDE.

<i>Benares Division :</i>		<i>Jhansi Division :</i>	
Azimgarh district	31	Jalaun district	38
Benares	31	Jhansi	38
Basti.	31	Lallitpur	39
Ghazipur	31		
Gorakhpur	32	<i>Agra Division :</i>	
Mirzapur	32	Agra district	39
<i>Allahabad Division :</i>		Etawah	39
Allahabad district	32	Etah	40
Banda	32	Furruckabad	40
Cawnpore	33	Muttra	41
Futtehpore	33	Mainpoori	41
Jounpore	34	<i>Rohilkund Division :</i>	
<i>Roy Bareilly Division :</i>		Bareilly district	42
Pratabgarh district	34	Budaon	42
Roy Bareilly	34	Mooradabad	43
Sultanpur	34	Shahjehanpur	43
<i>Fyzabad Division :</i>		<i>Kamaon Division :</i>	
Bharaich district	35	Gurwhal district	43
Fyzabad	35	Kumaon	43
Gonda	36	<i>Meerut Division :</i>	
<i>Lucknow Division :</i>		Aligurh district	43
Barabanki district	36	Bulundshahr	44
Lucknow	36	Dehra Doon	44
Unao	37	Meerut	45
<i>Sitapur Division :</i>		Muzaffarnuggur	45
Hardui district	37	Saharunpore	46
Kheri	38	<i>Ajmere and Mhairwarra</i>	46
Sitapur	38		

. PUNJAB.

<i>Delhi Division :</i>		<i>Lahore Division :</i>	
Delhi district	46	Ferozepore district	49
Gurgaon	46	Gujranwalla	49
Kurnool	46	Lahore	49
<i>Hissar Division :</i>		<i>Mooltan Division :</i>	
Hissar district	46	Jhang district	49
Rohtak	47	Montgomery	49
Sirsa	47	Mooltan	49
<i>Umballa Division :</i>		Muzaffargarh	49
Umballa district	47	<i>Rawulpindee Division :</i>	
Loodiana	47	Gujerat district	50
Simla	47	Jhelum	50
<i>Jullundur Division :</i>		Rawulpindee	50
Hoshiarpur district	48	Shahpur	50
Jullundur	48	<i>Peshawur Division :</i>	
Kangra	48	Hazara district	50
<i>Umritsur Division :</i>		Kohat	50
Umritsur district	48	Peshawur	51
Gurdaspur	48	<i>Deraajat Division :</i>	
Sialkot	49	Bannu district	51
		Dera Ghazi Khan	51
		Dera Ismail Khan	51

BOMBAY PRESIDENCY.

<i>Sind :</i>		Thur and Parkur district	53
Hyderabad district	51	Upper Sind Frontier	53
Kurrachee	52	Native States in Guzerat	55
Shikarpur	53	Districts of Bhownuggur State	55

Northern Division :

Ahmedabad district	-	-	-	56
Broach	"	-	-	56
Kaira	"	-	-	56
Khandesh	"	-	-	57
Nassick	"	-	-	58
Punch Mehals	-	-	-	58
Surat district	-	-	-	58
Thana	"	-	-	58

Southern Division :

Ahmednuggur district	-	-	-	59
Belgaum	"	-	-	59
Dharwar	"	-	-	59
Kaladgi	"	-	-	60
Poona	"	-	-	60
Satara	"	-	-	61
Sholapur	"	-	-	61

CENTRAL PROVINCES.

Nerbudda Division :

Baitul district	-	-	-	61
Chindwarra	"	-	-	61
Hoshangabad	"	-	-	61
Nimar	"	-	-	61
Nursingpore	"	-	-	62

Jubbulpore Division :

Damoh district	-	-	-	62
Jubbulpore	"	-	-	62
Mandla	"	-	-	62
Saugor	"	-	-	62
Seoni	"	-	-	63

Chutteesgurh Division :

Bilaspur district	-	-	-	63
Raipore	"	-	-	63

Nagpore Division :

Balaghat district	-	-	-	63
Bhandara	"	-	-	63
Chanda	"	-	-	63
Nagpore	"	-	-	64
Wurdha	"	-	-	64
Upper Godavery	"	-	-	64

BERAR.

East Berar :

Oomraottee district	-	-	-	64
Ellichpur	"	-	-	65
Woon	"	-	-	65

West Berar :

Akola district	-	-	-	65
Buldana	"	-	-	66
Bassim	"	-	-	66

MADRAS PRESIDENCY.

Bellary district	-	-	-	66
Coimbatore	"	-	-	67
Cuddapah	"	-	-	67
Kurnool	"	-	-	67

Kistna district	-	-	-	67
Nilgherry	"	-	-	67
Tinnevelly	"	-	-	67

MYSORE.	-	-	-	67
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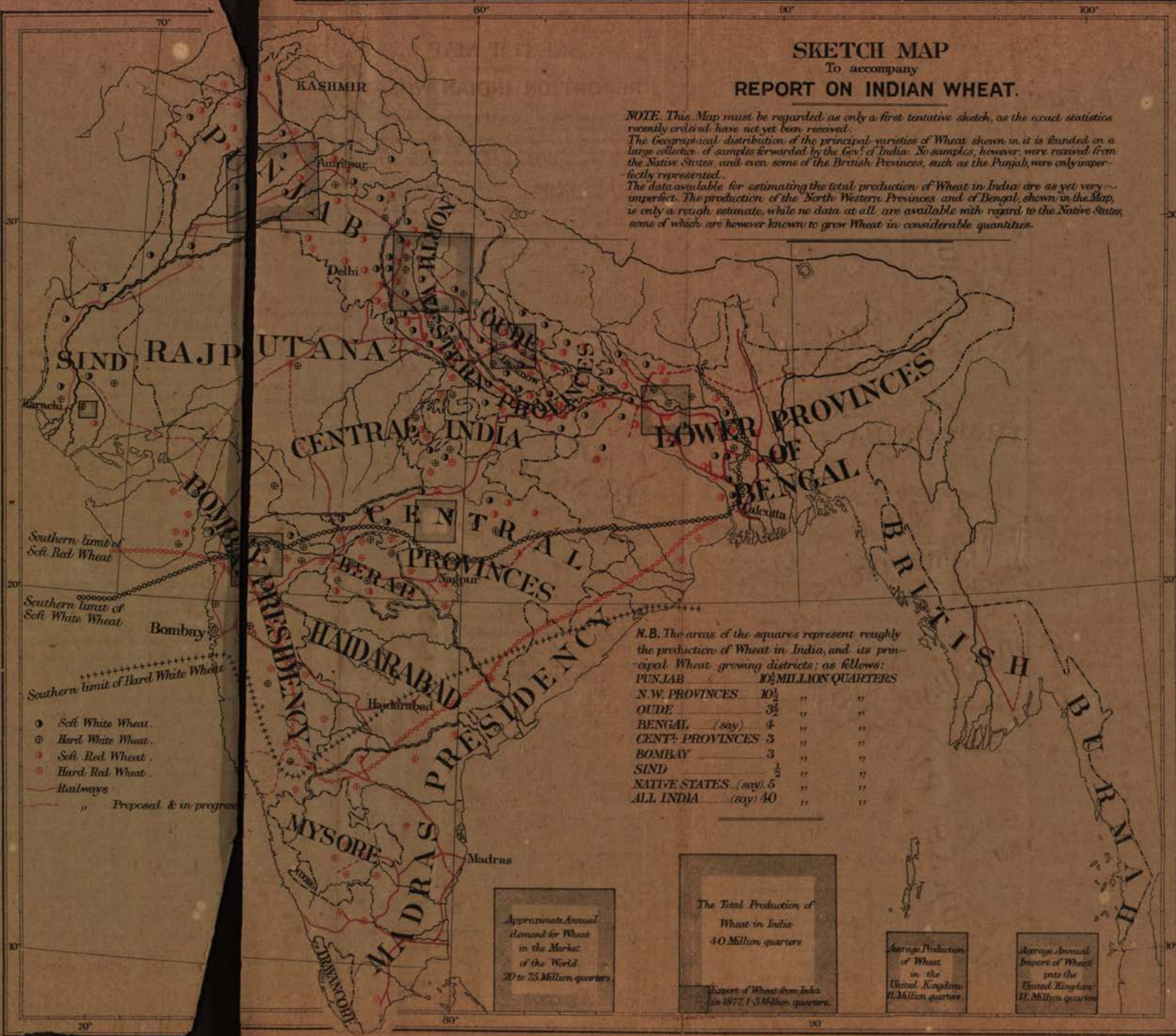
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SKETCH MAP

To accompany

REPORT ON INDIAN WHEAT.

NOTE. This Map must be regarded as only a first tentative sketch, as the exact statistics recently obtained have not yet been received.
The Geographical distribution of the principal varieties of Wheat shown in it is founded on a large collection of samples forwarded by the Govt of India. No samples, however, were received from the Native States, and even some of the British Provinces, such as the Punjab, were only imperfectly represented.
The data available for estimating the total production of Wheat in India are as yet very imperfect. The production of the North Western Provinces and of Bengal, shown in the Map, is only a rough estimate, while no data at all are available with regard to the Native States, some of which are however known to grow Wheat in considerable quantities.



N.B. The areas of the squares represent roughly the production of Wheat in India, and its principal Wheat growing districts; as follows:

	10 MILLION QUARTERS
PUNJAB	10 1/2
N.W. PROVINCES	10 1/2
OUDE	3 1/2
BENGAL (say)	4
CENT. PROVINCES	3
BOMBAY	3
SIND	2 1/2
NATIVE STATES (say)	5
ALL INDIA (say)	40

REPORT ON INDIAN WHEAT

BY

DR. FORBES WATSON.

INTRODUCTION.

IN submitting the subjoined Report on the samples of Indian wheat forwarded to this Office in accordance with the Resolution of the Government of India of the 14th March 1877, I would take the opportunity of pointing out a few of the principal results of the examination, together with their bearing upon the question of the supply of Indian wheat for the European market. The Resolution referred to directs the collection of detailed statistics and other local information on the subject of the cultivation of wheat, but the results have not yet been received, and the Report has accordingly been restricted to the examination of the question, mainly, by the light of the evidence afforded by the samples themselves. The subject derives at the present time an unusual importance from the obvious consideration that the depreciation of silver, which affects so injuriously the finances of India, can be best counteracted by a development of the Indian export trade. Until, however, the information now in course of collection has been received, the question of the production and export of wheat from India cannot be treated with the amount of statistical detail which it deserves, as the materials available in the usual administration reports are of a fragmentary and incomplete description. At the same time it will be found that the examination of the large collection of samples under report has of itself led to some conclusions which may have an important bearing on the future of the Indian wheat trade.

Bearing of the wheat export on the silver question.

2. The number of samples amounted to more than 1,000, and together they form by far the most complete collection of Indian wheat ever brought to this country. The valuations of the individual samples are given in the tabular statements at pp. 26 *et seq.*, whilst the section commencing at p. 11 will be found to contain a number of special observations referring to them. For the present purpose it will be sufficient to refer to the summary Table at p. 9, which presents a synopsis of all the chief results, and indicates the number of samples of each variety of wheat received from the different provinces of India, as well as their quality, range of price, and average value. A map is also appended, showing the geographical distribution of the chief varieties, and the Report is accompanied by a collection of samples, illustrative of the more important kinds of wheat grown in India.

Report, map, synoptical table of results, and typical collection of specimens.

3. By arranging all the samples, according to price, in classes corresponding to the usual classification of soft white wheats, the following result is obtained:—

Principal results of the valuations.

	Number of Samples.				
	Soft white.	Hard white.	Soft red.	Hard red.	Total.
Superior samples, 44s. to 48s. per quarter of 496 lbs.	101	—	—	—	101
Grade No. 1., 41s. 6d. to 43s. 6d.	123	13	10	—	146
Grade No. 2., 39s. 6d. to 41s.	73	83	56	—	212
Ordinary, 37s. to 39s.	51	61	74	68	254
Inferior, below 37s.	9	10	20	75	114
Total No. of samples	357	167	160	143	827
Average price per quarter	s. d. 41 9	s. d. 39 5	s. d. 38 5	s. d. 36 1	s. d. 39 8

It will be seen that wheats equal or superior in value to grades numbers 1 and 2 of white wheat form the greater portion of the collection, numbering in fact 459

samples, against 368 ordinary and inferior samples; moreover, out of a total of 827 samples, 101 must be described as being of a very superior quality, whilst only 114 samples are decidedly inferior.

Comparison
of the prices
realised by
the Indian
samples with
the current
quotations of
foreign
wheats.

4. The surprisingly favourable character of these results will be clearly perceived on comparing the prices assigned to the Indian samples with the quotations current at the time of valuation for the different kinds of wheat in the London market, viz.:—

	per quarter of 496 lbs.	
Danzig		42s. to 46s.
Australian	„	47s. to 48s.
Californian and Oregon	„	44s. to 45s.
White American and Canadian	„	42s. to 46s.
No. 1 Milwaukee	„	42s. to 43s.
No. 2 „	„	40s. to 41s.
No. 2 Spring	„	38s. to 40s.
No. 3 „	„	36s. to 37s.

No higher quotations than those realized by numbers of Indian samples appear in this list, the highest being the quotation for Australian wheat at 47s. to 48s. per quarter, a price which has been realized by a certain number of the best Indian samples. It will be likewise seen that the most numerous classes in the Indian collection are those which correspond in value with the better kinds of American wheat quoted in the list.

Comparison
with current
quotations of
English
wheat.

5. The valuations of the Indian wheats compare even more favourably with the prices of English wheat. At the time of valuation the quotations for new English white were from 30s. to 45s. per quarter (of 480 lbs.), and for new English red from 30s. to 41s. per quarter, while the average weekly rate throughout the United Kingdom was only 38s. per quarter. It will be seen that the Indian collection contains numbers of samples exceeding in value the highest of these quotations, while the average for the whole collection amounts to 39s. 8d. per quarter, or to nearly 2s. above the average of the United Kingdom. It must, however, be explained that the last English crop was one of exceptionally poor quality, as shown by the fact that at the date of the valuations (beginning of February 1879), the bulk of the English wheats were almost unsaleable at Mark Lane in consequence of their poor condition.

India admi-
rably suited
for the
growth of
the finest
qualities of
both soft and
hard wheat.

6. The above facts conclusively show that India is well adapted for the growth of wheat of the finest quality. It must be, however, kept in mind that a considerable number of the samples sent from India were far superior to any Indian wheat usually seen in the London market, and that without more local information than we now possess it is not possible to decide whether these fine varieties could at present be forthcoming in quantities sufficient for the development of an important trade. In fact, Messrs. Finlay, Scott, & Co. state, in a letter printed among the enclosures to the despatch from the Government of India on the subject, that on the Bombay side the supply of the best qualities is very limited, as compared with the common qualities, and that the prices of the fine wheats are so well kept up in India itself that more profit is to be obtained on the shipment of inferior than of fine wheat. Be this, however, as it may, one result is clearly apparent from the mere inspection of the samples, and that is that the cultivation of the finest wheat cannot be considered as anything exceptional, but that it is spread over a considerable portion of the country. If samples like those mentioned in the valuations as being equal to the finest Australian or Californian had only been sent from a few places their occurrence might have been explained as due to unusually favourable conditions which do not apply to the country at large. But samples of equal or only slightly inferior value were sent from district after district. It is not from one nor half-a-dozen places that the best samples were received, but probably from more than 100 different localities. More than 60 districts sent one or more samples of soft white wheat reported as superior to No. 1, and valued at from 44s. to 48s. These 60 districts include the greater portion of Behar, the North-West Provinces, Oude, and the Central Provinces; and it is probable that but for the weevilled condition in which most of their samples were received, the same might have been said of the Punjab and Sind. In addition, perhaps a dozen more districts in Bengal, Bombay, and Berar may be counted, which though not producing soft white of a similarly high character, yet grow a hard white wheat equal to the finest wheat of the same kind grown anywhere. The provinces above mentioned include the whole of the wheat-growing area proper in India; Madras, Mysore, and

Burma are evidently but little adapted for the cultivation of wheat, the few samples received from them being mostly very inferior in quality. We thus arrive at the important conclusion that throughout the wheat-growing part of India the cultivation of the finest varieties is well understood and extensively practised. This is a most important fact, bearing not only on the development of the wheat trade, but also on agricultural progress in India generally, for it indicates the existence of a much higher agricultural skill than India has usually been credited with. We often hear of the ignorance of the Indian ryots, and of their careless and shiftless modes of cultivation. But a glance at the collection of Indian wheats under report proves that there must exist all over India a numerous class of agriculturalists to whom such a reproach cannot apply. It is impossible to avoid the conclusion that the ryots who grew those samples of soft wheat equal to the finest Australian, or of hard wheat equal to the finest Kubanka, must be as keenly alive to the advantages of selection of seed and of careful cultivation as the most intelligent English farmer; and our samples prove that such ryots are to be found in almost every wheat-growing district.

7. With regard to the prices assigned to the Indian samples, it is necessary to remark that although they compare very favourably with the quotations of the various English and foreign wheats in the market, yet they afford a much smaller margin, as compared with the prices current in India, than has been the case in former years. It must be observed, however, that the exceedingly low range of prices for wheat and other grains now ruling in European markets seems quite exceptional, whilst the prices in India are unusually high. As pointed out in the "Economist" of the 1st of March of the current year, the price of wheat in England has only twice within the last 100 years fallen to the present level, viz., in 1835 and in 1851. Two causes have mainly contributed to bring about the present state of the market. The crops produced in America for two years in succession have been exceptionally heavy, while the existing financial depression and distrust combine to restrict the scale of commercial operations; so that, notwithstanding the cheapness of wheat, the stocks in England continue low, as the grain merchants cannot obtain from the banks the usual advances. In India, on the contrary, the prices ruling in the chief producing districts are higher than in normal years, partly on account of the exhaustion of stocks by the recent famines, partly on account of the apprehensions excited by the unfavourable season in the North-West Provinces and in the Punjab. So far these causes have undoubtedly resulted in a very considerable diminution in the arrivals of Indian wheat in this market.

Observation
on the
present low
level of
prices.

8. But whatever may be the case, under such exceptional conditions as those now prevailing, all the facts point to the conclusion that, as regards wheat, India may shortly become one of the chief sources of supply for the United Kingdom. It must be borne in mind that India is one of the largest wheat-producing countries in the world. The production of the United Kingdom amounts to only about 10,000,000 to 13,000,000 quarters per annum. Austro-Hungary, Italy, and Spain each produce about the same quantity. Germany produces from 15,000,000 to 18,000,000 quarters, and the two countries which produce the largest amounts are France and Russia, each producing from 30,000,000 to 35,000,000 quarters per annum. Both are surpassed by the United States, which produced during each of the past two years upwards of 45,000,000 quarters. No complete statistics exist for India, but we know that the Punjab alone produces about as much as the United Kingdom, Oude about 3,500,000 quarters, the Central Provinces about 3,000,000, and Bombay not much less. The production in the North-West Provinces proper has never been estimated, but must be fully equal to that of the Punjab, and that of Behar is also known to be considerable. Thus the yearly production of the provinces under direct British rule will amount to from 30,000,000 to 35,000,000 quarters, or to the same quantity as that produced by Russia or France. But if the native States in the Punjab, Rajpootana, Malwa, Bundelkund, and Guzerat be added, in all of which wheat is largely cultivated, it will be found that India must be considered as being, next to the United States, the largest wheat-producing country in the world.

Comparison
of India with
other wheat-
producing
countries.

9. The prospect appears even more encouraging when viewed in connexion with the results already mentioned of the examination of the samples under report. Whilst as regards cotton and some other produce the soil and climate of India are rather at a disadvantage with those of other competing countries, as regards wheat India is proved to be admirably adapted for the production of the finest qualities of both soft and hard wheat. This is a circumstance of great importance, because the supply of

The true
policy for
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the matter of
wheat is to
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tion of the
finest
varieties.

the fine varieties is much more restricted than that of the commoner kinds. In considering the competition in the market of the world, France, although producing as much as Russia, may be left out of account, as its production, large though it be, barely suffices for its own consumption. Thus, practically, Russia and the United States are the chief competing countries to be considered. But in both countries the area for the production of fine full grown winter wheat is comparatively restricted. Spring wheat forms a very large proportion of the Russian supply, as the greater part of the country is too cold for the growth of winter wheat; in the United States likewise, the climate of Minnesota, Iowa, and the other States on the Canadian border, in which the cultivation of wheat has been recently so rapidly extending, is only adapted for the growth of spring wheat. This wheat, which is mostly red, is not only inferior in quality to a good winter wheat, but it produces also a much lighter crop, not more than 12 to 15 bushels per acre. Thus, however much the cultivation may extend in these parts, it is not likely to affect the supply of the finest varieties, such as are grown in some of the older States or in California.

The true policy for India, therefore, appears to consist in taking advantage of her climatic position, and cultivating for export only the finest varieties, in which the competition of Russia and the Far West in America is not likely to be as severe as in the case of the common varieties. Such a policy receives additional recommendation from the fact that the price of the finer varieties is always better kept up, and suffers less in a falling market than that of the common wheat. The higher priced wheat will likewise support better the necessarily high charges of transport and freight.

Causes of the
inferior
quality of
the bulk of
Indian ship-
ments of
wheat.

10. The bulk of the Indian wheat as actually shipped to this country is, however, by no means of a high quality, as the good average Indian wheat chiefly known in this market only classes with grade No. 2. There is room for considerable improvement both in the quality of the grain itself, and as regards the condition in which it is sent to this market. The three principal causes which at present tend to depreciate Indian wheat are,—(a) the mixture of different varieties of wheat, white and red, hard and soft in the same sample; (b) the admixture of other grain, such as barley, gram, rape, or linseed; and (c) the presence of foreign matters, such as chaff, earth, lumps of clay, and dirt of every description.

(a.) With regard to the mixture of different varieties of wheat, that of hard with soft wheat is the most objectionable, as also the most frequent. The mixture of soft red with soft white wheat depreciates the price to a certain extent, though many samples of such mixed wheat were highly reported on, but the presence of a considerable proportion of hard grain reduces the value materially.

(b.) The admixture of foreign grains reduces even more the value of the wheat. Many samples from the Punjab, Sind, and also occasionally from Bengal and the North-west Provinces, are so mixed with barley as to be quite unfit for milling, and the presence of smaller quantities of gram or oilseeds is frequently met with in samples coming from every province.

(c.) The third cause of depreciation—the presence of chaff, earth, and other extraneous matters—is likewise more noticeable than would be the case if the wheat trade were properly organised.

The existing
causes of
depreciation
of Indian
wheat easily
removable.
Excellent
seed may be
found in
almost
every wheat-
growing
district.
Cheap win-
nowing and
screening
appliances.

11. Fortunately no serious difficulties seem to stand in the way of effecting a great and rapid change in the character of the wheat exported from India. The quality of the grain itself depends mainly upon the care exercised in the selection of seed. The collection of samples here reported on proves, however, that in almost every district excellent qualities of wheat may be already found. There is therefore no question of acclimatising seed imported from England or other countries, but simply of extending the area of the fine varieties already cultivated, and if a regular demand for the better qualities should spring up, there is every probability that the mere extension of the cultivation already existing would be able to meet it. As regards the condition of the wheat, the considerable quantities of chaff and dirt of all kinds, the presence of which depreciates the Indian wheat on the average by at least 2s. 6d. per quarter, could be easily removed by the introduction of comparatively simple screening and winnowing machinery.

Advantages
which would
result from
the intro-
duction of

12. The measures so far suggested are all capable of easy execution, and attention to the points mentioned would contribute to improve materially the position of Indian wheat in the English market. But, in addition, the introduction of steam threshing machinery has recently been strongly recommended. No doubt, if such machinery

came to be extensively adopted in India, the benefit derived from its use would be considerable. In view, however, of the great cost and general unsuitability of such machines to the Indian system of farming, it is impossible to entertain the hope that they could ever be adopted for general use in India. But it cannot be doubted that in some of the principal exporting districts such machines might be used with the greatest advantage. In addition to the clean condition of the grain, a great saving would be effected in the time required for the preparation of the crop for the market and its shipment to this country. In this manner the ravages of the weevil, one of the greatest obstacles to the development of the Indian wheat trade, would be reduced to a minimum, and Indian wheat could be delivered in this country just at that period before the gathering of the English harvest when stocks are lowest, and prices at their highest. It may be mentioned that the introduction of steam threshing machinery into Russia, and quite recently into Egypt has resulted in a considerable improvement in the quality in the wheat sent from these two countries.

threshing machines.

13. The suggestions contained in the preceding paragraphs bear upon the measures required for developing in India the production of a better quality of wheat than that now principally exported. But of equal importance to the increase of the supply of good wheat in India are any measures which might lead to an increased demand for the Indian wheats by the opening up of new markets. I may remark on this point, that in the opinion of the valuer to whom the samples were submitted, the Mediterranean would afford for some of the varieties a much better market than England. This applies particularly to a fine, hard, white wheat grown in many parts of India. Many of the samples of this kind sent from Bengal, the North-west Provinces, but especially from Bombay, were equal to if not better than the finest Kubanka wheat, which is usually accepted as the type of the best wheat of this class. This kind of wheat is specially suited to the manufacture of macaroni, which is so important an industry in Genoa, Naples, and other places in Italy. Hard white wheat is on this account in great request there, and may be frequently disposed of at prices much in advance of the London quotations. The difference in favour of Italy may sometimes amount to as much as 5s. per quarter. As, moreover, the shipping charges from India to Italy will be lower than those to England, that country seems to be the natural outlet for this description of Indian wheat, which up to the present has not been sufficiently appreciated in England.

Opening up of new markets for Indian wheat. The hard white wheat most suitable for Italy.

14. There is another point which has an important bearing on the demand for Indian wheat. Its consumption in this country depends mainly upon its adaptability for the purposes of the miller. It must be kept in mind that the recent remarkable development of the export trade in Indian wheat was to a considerable extent influenced by the improvements effected in this country in the mode of grinding it. This development was of course favoured by the opening of the Suez Canal, and by other circumstances; but the principal cause was the discovery that by previous wetting Indian wheat is rendered perfectly suitable for grinding in the usual way, and also that an admixture of the dry Indian wheat with the English grain is very advantageous, especially after a wet harvest.

Increased adaptability of the Indian wheat for the purposes of the English miller.

15. There is every reason to suppose that just as in the past changes or improvements in the milling process have affected the demand for Indian wheat, so in the future further improvements may result in increasing the demand. The improvements which have been effected during the last few years in milling machinery are very considerable. In addition to the usual system of grinding the grain by means of millstones, two new methods have been prominently brought into notice. The one consists in crushing the wheat by passing it repeatedly between chilled iron rollers. This is the method now universally used in Hungary, and it produces the finest flour in the market. The superiority of the flour prepared in this way to that produced by the ordinary method is shown by the quotations, which, for instance, on the 10th of February last ranged between 41s. and 55s. per sack of 280 lbs. of Hungarian flour, whilst the highest price for town-made flour was only 40s. The third and most recent system consists in a combination of the grindstones with crushing cylinders. The grain is first broken up between grindstones so as to convert it into a kind of semolina or soojee, which is subsequently crushed between smooth porcelain cylinders.

Recent improvements in milling machinery.

16. I had occasion to inspect the two new systems here referred to at the recent Paris Exhibition, and I concur with the opinion which has been expressed in the

Suggested experiments in order to

ascertain
capabilities
of Indian
wheat for the
manufacture
of the finest
flour.

accompanying letter by Mr. Alexander Smith, of Cornhill, to whom I am indebted for the laborious series of valuations on which this Report is founded, as to the expediency of ascertaining by direct experiment the suitability of the Indian wheat for the production of the finest flour, with the aid of the new milling apparatus here referred to. Mr. Smith expresses his surprise at seeing so many specimens of really very fine wheats among the samples submitted to him. He says these extra fine wheats are unknown here, and that it would be of the utmost importance to get some of them converted into flour, and even into bread. He was particularly struck with the fine hard wheat, which he thinks is not sufficiently appreciated in this market, and he refers to some experiments undertaken some time ago, at his instance, with flour produced from the hard St. Petersburg wheat, which yielded per sack of 280 lbs. 110 four-pound loaves of fine bread, whereas the best English wheat yields only 90 to 92 loaves. Some of the Indian samples of hard wheat are even finer than the best hard St. Petersburg or Kubanka wheat; and Mr. Smith is of opinion that the methods of milling recently introduced, in which the grindstones are replaced by crushing cylinders, will do away with the objection formerly entertained to the hard wheat on account of its being injurious to the grindstone.

For each milling experiment a quantity of about 20 quarters would be required; so that to test the three systems of milling now in use, 60 quarters, or about 350 maunds, of each variety of wheat would have to be procured. Mr. Smith suggests that the following sorts should be tried:—

- 1st. Fine hard white.
- 2nd. Fine soft red.
- 3rd. Fine soft white.
- 4th. Good average soft white, No. 2.

Of these, the three sorts first mentioned are not obtainable in the London market. The quality last mentioned as “good average white, about No. 2,” may, indeed, be purchased here, but it is often so much mixed and dirty that it would be preferable to have it likewise imported directly from India.

It may be pointed out that the greater portion of the expenditure on account of such experiments would be recovered from the sale of the resulting flour.

Districts
from which
samples suit-
able for the
experiments
could be
most readily
obtained.

17. It should not be difficult to procure the quantities required of the wheats named for the proposed experiments. The lists of the best samples of each of the different varieties, and their place of production, at pp. 19 to 23 of the Report, supply an indication of the places in which these varieties are obtainable. Although generally the best specimens of soft wheat are all produced north, and the best specimens of hard wheat south, of the Nerbudda, there are many districts in the North-West Provinces or in the Central Provinces in which all the four varieties required may be found together. The finest specimens of hard white wheat comes from the Khandesh district in the Bombay Presidency, but wheat almost equal to it is found in many parts of the North-West Provinces, and even as close to Calcutta as the Maldah district. The simplest way would be to entrust Mr. Buck, the Director of Agriculture of the North-West Provinces, with the duty of purchasing the necessary quantities, approaching as nearly as possible the quality of the samples Nos. 1 or 2, Nos. 4, 6, and 7, of the set of samples which accompany this Report, and the description of which is given in Appendix B., p. 10. The districts of Cawnpore, Bulundshahr, or Meerut appear the most suitable for such a purpose, as from each of them excellent samples of all four varieties have been received.

Request for
a collection
of fresh sam-
ples from
the Punjab.

18. I would take the same opportunity for suggesting that a fresh collection of samples should be forwarded from the Punjab. As pointed out on page 13 of the Report, the collection sent from that province would, in all probability, have scarcely done justice to it, even had it arrived uninjured. But by far the greater proportion of samples were either totally destroyed, or at least partially damaged by weevil. A number of most important wheat-growing districts are, in consequence, left unrepresented even by a single sample, and the whole province, containing 30 districts, and producing annually more than 10,000,000 quarters of wheat, or about as much as the whole United Kingdom, is only represented by 19 sound samples. From such scanty materials it is of course impossible to draw any reliable conclusions with regard to the character of the cultivation of wheat in the Punjab. Examples of the two extremes of Indian agriculture may be found there side by side. On the one hand, the specimen of soft white wheat sent from Delhi is the best sample in the whole collection, and several other samples are of equal excellence; on the other hand, there are a number

of samples, among the red wheats especially, which could only have been grown from seed apparently degenerated through a long course of neglect. As observed in the Report, the samples in question, in addition to foreign substances, contain a large proportion of grains of wheat of so stunted a growth and shrivelled appearance as to resemble rather grass-seed than a cultivated grain. The cultivation of such a degenerate wheat is the more astonishing, as, to judge by our samples, seed of first-rate quality seems to be produced in the same or adjoining districts, so that the remedy for the evil is close at hand. One remark may be made on this subject. If the collection presents a fair picture of the varieties cultivated in the Punjab, then it must be inferred that the cultivation of wheat in the Punjab proper, that is, the districts between the Indus and the Sutlej, is conducted with considerably less skill and care than in the neighbouring North-West Provinces. By far the greater number of the samples sent from the Punjab districts consist of red wheat, frequently of a very inferior quality; in fact, the proportion of inferior samples is greater in the Punjab collection than in that from any other province, Madras, Mysore, and Burma alone excepted, which can hardly be classed among the wheat-producing provinces. But on account of the incompleteness of the collection, it would be hazardous to draw any definite conclusions.

19. The uncertainty in which the question of the quality of the Punjab wheats is left is the more a matter of regret as that province seems capable of becoming the chief wheat exporting district of India. As I had occasion recently to point out, there is no part of India in which, in proportion to the population, wheat is grown to the same extent as in the Punjab, the acreage now under wheat amounting to more than 6,000,000 acres, and being capable of rapid extension.

Punjab probably destined to become the chief wheat exporting province of India.

Hitherto the only railway available for the wheat coming from the Punjab has been the Punjab and Delhi and the East Indian line, so that the producing districts were at a distance of from 1,100 to 1,500 miles from the port (Calcutta).

By the Indus Valley Railway the distance to the port (Kurrachee) will only amount to from 600 to 1,000 miles. The reduction in the railway carriage will thus be considerable, amounting on the average to about 6s. per quarter. There will be a further saving of 2s. per quarter on the freight from Kurrachee to London as compared with the freight from Calcutta to London. The total saving effected by the Kurrachee route will thus amount to about 8s. per quarter, and the total expense of carriage and freight to London will be from 15s. to 20s. per quarter.* Considering that the price of wheat in London may be taken at the present time at from 40s. to 45s. per quarter, and that in the Punjab in normal years the prices range from 9 to 14 rupees for the same quantity, a saving of 8s. will often make the whole difference between a profitable

* The saving on the inland carriage has been made on the basis of the special reduced rate for long distances now charged on the East Indian Railway, viz., 18'7 pies per 100 maunds. The rates on the Sind, Punjab, and Delhi line, parts of which would have to be used both in exporting via Calcutta, as well as via Kurrachee, are a little higher, viz., 25 pies per 100 maunds. For the purpose of a rough calculation, however, it will be sufficient to adopt the East Indian Railway rate of 18'7 pies for the whole distance, especially as it may be presumed that with an increased wheat traffic the Sind, Punjab, and Delhi Railway would bring down its rates to the lower level.

	Punjab to London, via Kurrachee.		Punjab to London, via Calcutta.	
	Minimum Distance, 600 miles (Multan).	Maximum Distance, 1,000 miles (Umballa or Rawulpindi).	Minimum Distance, 1,100 miles (Umballa).	Maximum Distance, 1,500 miles (Multan or Rawulpindi).
Carriage by rail to the port, per quarter.	s. d. 6 10	s. d. 11 5	s. d. 12 6	s. d. 17 2
Freight by sea to London, per quarter.	8 0	8 0	10 0	10 0

This shows an advantage of 5s. 8d. on the railway carriage and 2s. on the sea freight, or nearly 8s. per quarter in favour of the Kurrachee route.

As the Indus Valley Railway is almost finished, with the exception of the bridge at Sukkur, experience will shortly show whether the line will be able to convey as large quantities of merchandise at rates as low as those now charged on the East Indian line, and it is only the inability of the Indus Valley Railway to accomplish this which would affect the above forecast.

and a losing trade, that is between a trade of the largest dimensions and no trade at all.

The completion of the Indus Valley Railway is thus calculated to bring about a complete revolution in the wheat trade of India, which is likely to assume in the Punjab a magnitude considerably greater than that which it is likely to attain in the districts from which the wheat is at present exported.

These few observations on the special interest attaching to the exact knowledge of the varieties of wheat cultivated in the Punjab will, I trust, be considered to justify the adoption of the suggestion made above for the collection of a new set of samples in that province.

Suggested
chemical
analysis of
the principal
varieties of
Indian
wheat.

20. I beg likewise to suggest that it is very desirable to obtain a detailed chemical analysis of the chief varieties of wheat referred to in the accompanying Report. An opinion has been recently expressed that a proof is afforded of the exhaustion of Indian soils by the very low per-centages of phosphoric acid contained in the ash of the Indian wheats. It would be desirable to test the correctness of this opinion. A detailed analysis would further show whether the difference in quality between hard and soft wheat is due to a difference in chemical composition, the hard wheat appearing to be much richer in nitrogenous matter than the soft wheat. All these various points could be satisfactorily settled by analysing samples of the four different varieties, soft white, soft red, hard white, and hard red. For the sake of comparison samples of English wheats and of Australian and Californian should be analysed at the same time.

Request for
the statistical
information
collected in
India with
regard to
wheat.

21. In conclusion, I beg to refer again to the great importance of obtaining from India the detailed statistical information which has been collected under the orders of the Government of India mentioned at the beginning of this Memorandum. This information is urgently required to complete that which is afforded by the direct examination of the samples, and only after its receipt will it be possible to compile a complete and reliable account of the cultivation of wheat in India, an account which under the present circumstances would be exceedingly useful both to the Government and to the mercantile community.

J. F. W.

APPENDIX A.

TABLE showing for each Province, as also for all India, the number of samples forwarded by the Government of India of wheat of each of the several varieties, together with their range in price, taken at the beginning of February 1879.

Note.—The classification, according to price, adopted in this Table applies, strictly speaking, only to the soft white wheats. It has been extended to the three other varieties in order to give a general idea of the number of samples of all varieties comprised within the same range of prices.

Description of Wheat.	Number of Samples from the under-mentioned Provinces.											
	Bengal.	N.W. Provinces and Oude.	Ajmere and Mhairwara.	Punjab.	Sind.	Bombay.	Central Provinces.	Berar.	Madras.	Mysore.	Burma.	All India.
A. Soft and semi-hard white wheat, or mixed with predominance of soft white.												
Superior samples 44s. to 48s. per quarter	6	81	—	7	—	—	7	—	—	—	—	101
Grade No. I. 41s. 6d. to 43s. 6d. "	9	96	—	4	8	3	3	—	—	—	—	123
" No. II. 39s. 6d. to 41s. "	5	44	—	4	14	2	4	—	—	—	—	73
Ordinary 37s. to 39s. "	5	26	—	1	17	—	2	—	—	—	—	51
Inferior below 37s. "	2	4	—	1	2	—	—	—	—	—	—	9
Total soft white samples	27	251	—	17	41	5	16	—	—	—	—	357
Average price per quarter	s. d. 41 4	s. d. 42 0	s. d. —	s. d. 42 8	s. d. 39 8	s. d. 42 1	s. d. 43 3	s. d. —	s. d. —	s. d. —	s. d. —	s. d. 41 9
B. Hard white wheat.												
Grade No. I. 41s. 6d. to 43s. 6d. per quarter	3	5	—	—	—	3	—	2	—	—	—	13
" No. II. 39s. 6d. to 41s. "	4	23	1	2	—	29	5	19	—	—	—	83
Ordinary 37s. to 39s. "	5	8	—	—	8	27	3	10	—	—	—	61
Inferior below 37s. "	—	1	—	1	7	1	—	—	—	—	—	10
Total hard white samples	12	37	1	3	15	60	8	31	—	—	—	167
Average price per quarter	s. d. 39 10	s. d. 40 1	s. d. 40 0	s. d. 38 0	s. d. 37 2	s. d. 39 5	s. d. 39 6	s. d. 39 8	s. d. —	s. d. —	s. d. —	s. d. 39 5
C. Soft and semi-hard red wheat, or mixed with predominance of soft red.												
Grade No. I. 41s. 6d. to 43s. 6d. per quarter	3	2	2	2	—	—	1	—	—	—	—	10
" No. II. 39s. 6d. to 41s. "	11	23	1	7	1	8	2	3	—	—	—	56
Ordinary 37s. to 39s. "	6	38	—	11	—	5	10	4	—	—	—	74
Inferior below 37s. "	1	8	—	10	1	—	—	—	—	—	—	20
Total soft red samples	21	71	3	30	2	13	13	7	—	—	—	160
Average price per quarter	s. d. 39 7	s. d. 38 4	s. d. 41 8	s. d. 36 8	s. d. 37 9	s. d. 39 8	s. d. 39 1	s. d. 39 3	s. d. —	s. d. —	s. d. —	s. d. 38 5
D. Hard red wheat.												
Ordinary 37s. to 39s. per quarter	2	4	1	—	—	31	11	13	5	1	—	68
Inferior below 37s. "	6	11	—	4	—	30	1	3	13	5	2	75
Total hard red samples	8	15	1	4	—	61	12	16	18	6	2	143
Average price per quarter	s. d. 35 10	s. d. 33 10	s. d. 37 6	s. d. 33 0	s. d. —	s. d. 36 9	s. d. 37 4	s. d. 37 0	s. d. 36 1	s. d. 32 4	s. d. 34 3	s. d. 36 1
All varieties.												
Superior samples 44s. to 48s. per quarter	6	81	—	7	—	—	7	—	—	—	—	101
Grade No. I. 41s. 6d. to 43s. 6d. "	15	103	2	6	8	6	4	2	—	—	—	146
" No. II. 39s. 6d. to 41s. "	20	90	2	13	15	39	11	22	—	—	—	212
Ordinary 37s. to 39s. "	18	76	1	12	25	63	26	27	5	1	—	254
Inferior below 37s. "	9	24	—	16	10	31	1	3	13	5	2	114
Total number of samples	68	374	5	54	58	139	49	54	18	6	2	827
Average price per quarter of 496 lbs.	s. d. 39 10	s. d. 40 9	s. d. 40 6	s. d. 38 5	s. d. 39 0	s. d. 38 3	s. d. 40 1	s. d. 38 10	s. d. 36 1	s. d. 32 4	s. d. 34 3	s. d. 39 8

APPENDIX B.

*Typical Collection of Samples illustrating the principal varieties of Wheat grown in India.**

Nos. 1 and 2.—Samples of the finest kind of soft white wheat, equal to the best Australian. No. 1 is a sample of wheat grown near Delhi ("Safed," No. 273), and is the best of all as regards colour and shape of grain, but as regards softness it is excelled by the second sample, grown in the Meerut district ("Safed," No. 397). Both were valued at the highest figure of any wheat at the time (February 1879) in the London market, viz., 48s. per quarter, and the weight per bushel is high, 65 lbs. in the case of the first, and 62 lbs. in that of the second sample. Samples approaching these two in quality were received from about 60 districts, comprising the greater part of Behar, the North-West Provinces, and Oude, the Central Provinces, the Punjab, and Sind.

No. 3.—Sample of good wheat, grade No. I., grown in the Sultanpur district of Oude ("Samdhara," No. 711), and valued at 43s. 6d. per quarter.

No. 4.—Sample of good average wheat, grade No. II. or rather better, grown in the Chumparun district of Behar ("Hada," No. 154), valued at 40s. 6d. per quarter, and weighing 61 lbs. per bushel. This sample, like the previous one, differs from the two samples placed first by being mixed with a certain proportion of red and hard wheat, and is less uniform in appearance and colour than the best soft wheats placed first. These two specimens represent the two most numerous classes of the samples of soft white wheats in the present collection.

No. 5.—Sample of a peculiar wheat, resembling pearl barley in appearance, grown in the Meerut district ("Chunia," No. 401), valued at 43s. 6d. per quarter; weight 63½ lbs. per bushel. This specimen is included rather as a curiosity, the variety it represents being cultivated only locally in some parts of the North-West Provinces, Oude, the Punjab, and Sind.

No. 6.—Sample of fine hard white wheat, equal to the best St. Petersburg or Kubanka, grown in the Khandesh district ("Bansi," No. 605), valued at 42s. 6d. per quarter, and weighing 62½ lbs. per bushel. Wheat of similar quality is cultivated throughout the Deccan and Berar. Excellent samples were also sent from the North-West Provinces, Oude, and Bengal. This kind is most in request in Italy for the manufacture of macaroni, where it would fetch a considerably higher price than in this market.

No. 7.—Sample of fine soft red, grown in Ajmere ("Baja maigee," No. 588), valued at 41s. 6d. per quarter, and weighing 61 lbs. per bushel. Wheat of similar quality may be found almost throughout the whole of Northern India, and as far south as Berar.

No. 8.—Sample of hard red wheat, grown in Guzerat (No. 1a), valued at 37s. 6d. per quarter. This variety is very unsuitable for the European market, and its growth should not be encouraged. It is found mainly in the Peninsula, or south of the Nerbudda, as far as Mysore and Tinnevely, and its prevalence usually indicates the unsuitability of that part of the country for the production of the better kinds of wheat.

No. 9.—A specimen of degenerate red wheat, from the Kurnool district in the Punjab ("Gehun lal," No. 260), valued at 31s. 6d., is included in this collection as an example, and by no means the worst example, in the present collection, of a grain the cultivation of which should be discouraged. It weighs only 53½ lbs. per bushel.

* A certain number of duplicates of the Collection here referred to have been forwarded to India with the copies of this Report.

REPORT ON THE SAMPLES.

1. The samples of wheat which the Government of India, in their Resolution of 14th March 1877, directed to be forwarded to the Secretary of State for India for valuation and report, were received at various dates during the years 1877 and 1878 as enclosures to the Despatches noted in the margin,* the final consignment of samples having been received only in December last. The total number of samples forwarded amounted to 1,152, and these were contributed by the different provinces in the following proportion :—

Bengal	-	-	-	-	-	117 samples.
North-West Provinces and Oude	-	-	-	-	-	448 "
Ajmere and Mhairwarra	-	-	-	-	-	8 "
Punjab	-	-	-	-	-	101 "
Sind	-	-	-	-	-	122 "
Bombay	-	-	-	-	-	172 "
Central Provinces	-	-	-	-	-	69 "
Berar	-	-	-	-	-	58 "
Madras	-	-	-	-	-	29 "
Mysore	-	-	-	-	-	26 "
Burma	-	-	-	-	-	2 "
Total	-	-	-	-	-	1,152 "

In addition to the collection of samples, the Government of India in the Resolution above referred to directed the collection of statistical details on the subject of wheat. Until that information arrives, it would be useless to undertake the elaboration of the very imperfect materials at present available. No attempt therefore has been made to give a statistical account of the cultivation of wheat in India, and the present Report will contain solely the results of the examination of the samples sent to this country.

Condition of the Samples.

2. The condition in which the samples arrived here illustrates one of the principal difficulties of the Indian wheat trade. As will be seen from the figures noted below,

Name of Province.	Total No. of Samples.	No. of Samples destroyed by weevil, lost, or otherwise unfit for valuation.	No. of Samples valued.	
			In a more or less weeviled condition.	In a sound or nearly sound condition.
Bengal	117	49	21	47
North-West Provinces and Oude	448	74	134	240
Ajmere and Mhairwarra	8	3	2	3
Punjab	101	47	35	19
Sind	122	64	58	—
Bombay	172	33	34	105
Central Provinces	69	20	9	40
Berar	58	4	23	31
Madras	29	11*	13	5
Mysore	26	20*	1	5
Burma	2	—	—	2
Total	1,152	325	330	497

* Three of the Madras and fifteen of the Mysore samples were evidently of the nature of spelt, with the husk adhering to the grain. They were all reported on as unmarketable in this country, and would require to be husked in the same way as paddy.

more than one half of all the samples were found on arrival to be more or less damaged by weevil. Of the 325 samples entered as lost or otherwise unfit for valuation.

tion, a few were sent in quantities insufficient for examination, others (from Madras and Mysore) were forwarded unhusked, some were lost owing to injury in transit to the bag or case containing the samples, but the great majority were found to be unfit for valuation on account of excessive weevilling. Thus, only 827 samples were left for valuation, and even of these, 330 samples were more or less damaged by weevil, though not to such an extent as to render a valuation entirely misleading. Only 497 samples out of a total of 1,152 were in a perfectly sound, or at any rate nearly sound, condition.

Some provinces are much worse off in this respect than others. Thus in the case of Sind, out of 122 samples, there was not one perfectly sound, although 58 were still in a tolerably fit condition for valuation. Out of the 101 samples sent from the Punjab, almost one half, viz., 47, were unfit for valuation, and of the remainder only 19 were perfectly sound, whilst 35 were more or less weevilled. It is clear that from this reason the valuation of the Sind and Punjab series of samples will show a rather lower range of prices than would have been obtained if all the samples had been sound. The samples from Bombay and the Central Provinces are those which on the whole were received in the best condition, considerably more than one half of all the samples having remained perfectly sound.

The causes of this excessive damage by weevil are not far to seek. The best way of preventing this damage would have been to have collected the samples as soon as possible after harvest, and to have forwarded them to London by the quickest route. It appears, however, from an examination of the dates, that most of the samples were collected a considerable time after harvest, and that their arrival in London was still further delayed by their being forwarded in the first instance to Calcutta. It is probable indeed that many of the samples were already weevilled before they left India. The Bengal samples, for instance, were packed each in a hermetically sealed tin case, so that no weevil could have found access to them during the voyage, and yet out of 117 samples 70 arrived more or less weevilled. It should be suggested that in future any samples of wheat or other grain to be forwarded to this country for valuation should be collected immediately after the harvest, and despatched direct to London. The parcel post will be found on the whole to supply the quickest, most convenient, and most economical mode of forwarding them.

It may be further remarked that, in order to obtain a fair valuation, it is necessary to have a sufficient quantity of the material for ascertaining the weight per bushel, a very important determination. Many of the samples forwarded, especially in the second consignment from the North-West Provinces, were quite insufficient for this purpose, in some cases not exceeding two ounces, whereas at least one pound is required.

Extent of wheat cultivation in India.

3. Taken as they stand, the collection of samples here reported on still affords the most complete representation of the cultivation of wheat in India which has been brought together up to the present time. As will be seen from the numbers already given in the previous paragraphs, every province of India is represented in the collection. Samples appear from every district which is known to produce wheat in any considerable quantity. If any wheat is cultivated at all in the districts which are not represented, all the information at our disposal leads to the inference that such cultivation is quite exceptional and insignificant in amount. The districts therefore from which samples have been sent may be assumed, without any important error, to represent the area within which wheat is cultivated in India. This area comprises by far the greater part of the country. It extends throughout every district of the North-West Provinces, Oude, the Punjab, Sind, the Central Provinces, and Berar. In the Bombay Presidency samples were received from every part, with the exception of some of the coast districts. Similarly, the few examples received from the Madras Presidency were sent mainly from some of the interior districts, scarcely any coming from the districts near the coast. In the Lower Provinces of Bengal, all the districts comprised within the limits of Behar are represented by samples, but in Bengal proper hardly any are sent from the districts within the Gangetic delta, or those adjoining the Brahmaputra, and the cultivation of wheat seems to be restricted to the more or less hilly parts south and west of the Ganges, the Maldah district being the only one on the other side of the river from which any fair samples of wheat were forwarded. The area of wheat cultivation in India may be thus defined as the whole of Northern India up to the Gangetic delta; and in Southern India the whole of the

table-land above the Ghâts. From British Burma only two samples were sent, and its cultivation there is evidently quite exceptional.

The collection of samples is less complete in the case of some of the provinces than of others, and is still further diminished by the loss or damage from weevil, which has already been referred to. The most complete collection of samples were sent from the North-West Provinces and Oude, from which 448 samples were received, so that, notwithstanding the usual loss of some of the samples from weevil, there is from almost every district an ample supply of sound samples representing the varieties of wheat usually cultivated in it. But in the case of almost every other province repeated instances occur in which all the samples from a particular district have been destroyed. Such is the case, for instance, with the Purneah district and the Sonthal pergunnahs in Bengal, the Umritsur, Rawul Pindee, Montgomery, and other districts of the Punjab, the Surat and Ahmednagar districts of the Bombay Presidency, the Jubbulpore district of the Central Provinces, and some others. Again, many districts are represented only by samples more or less weevilled, others by only inferior specimens of wheat, all the softer and therefore more valuable samples having been rendered unfit for valuation by excessive weevilling. But in most cases enough samples remain from the surrounding districts to enable one to infer with tolerable certainty the nature of the wheat cultivated in the districts from which a deficient supply was obtained. The most notable exception occurs in the Punjab. Even if the whole collection had arrived uninjured, it would have hardly done justice to that province, which, in proportion to its area and population, possesses the largest cultivation of wheat in India, and which, as shown at page 7 of this paper, there are grounds for thinking may before long become one of the most important centres of the export of wheat from that country. From the districts of the Punjab proper, beyond the Sutlej, in one half of the instances only one sample was sent per district, although there is no reason to suppose that the wheats grown in the Punjab present a smaller range of varieties than those cultivated in other parts of India. The Punjab collection must therefore have been far from complete, even as sent from India, but as in addition it has suffered more from weevil than that of any other province, Sind alone excepted, it affords only a very imperfect idea of the cultivation of wheat in the Punjab. A collection of 19 sound samples can hardly be considered to adequately represent a province containing 30 districts, and producing annually more than 10 million quarters of wheat, or about as much as the United Kingdom.

Native names of the different varieties.

4. Considerable confusion exists with regard to the native names of the different varieties of wheat. Many samples from Bombay and the Punjab had no names at all attached to them. Others are only distinguished as red or white wheat, or by similar generic designations in native languages, such as "safed" (white), "lal" (red), "surkh" (brick colour), "safed gehoon" (white wheat), "lal gehoon" (red wheat). The other Hindi, Persian, or Sanskrit synonyms for wheat, "kunuk," "gundum," or "saman," are also frequently employed, either alone or in connexion with the adjectives designating white or red. Whether by mistake or otherwise, the names appear sometimes to be misapplied. Thus, for instance, two samples called "lalia" (valuation Nos. 349 and 696), from Sitapur, consist of fine, soft, white wheat. In the same manner "lal disi" (No. 146), from Muzaffarpur, "kathia lalia" (No. 329), from Fyzabad, "lalia" (No. 478) from Lucknow, "lal pissia" (No. 504), from Etawah, and some other samples similarly described, are all white, notwithstanding the use of the adjective "lal" or red. On the other hand, a "white pissi" (No. 565), from Bilaspur, is described by the valuer as a good, soft, dingy red.

In addition to these generic designations, many specific names occur, which at first one would be inclined to consider as applying each to some well known variety of wheat with well defined characteristics. To a certain extent this seems to be the case. For instance, spread over all India from the Punjab to Bengal, and south as far as the Deccan, appear names like the following,—Daudi, Doodhia, Dawoodi, Daudkhani, Dudhia, which all seem to be derived from the same original name, "Dawood Khani" (Prince David's wheat). Throughout the Gangetic valley the samples sent under these names are of a nearly uniform character, almost invariably white and soft, and frequently of a very superior quality; but occasionally, and especially in the Deccan, a very inferior hard white wheat will go under this name. Another widespread series of names which appear to apply to the same description of wheat are the names Mundi, Mundia, Mundwa, Mandwa, Mondha, Mendha, which appear to be

equivalent with Muria, Marua, Marwa, Muria ratua, and Ratta, Ratwa, Ratua, as also with Ujra. These names occur throughout the North-West Provinces and Oude, as also in the adjoining portion of the Central Provinces, such as "Pissi mundi." They apply almost invariably to a beautiful, soft, white wheat, as a rule of a very high quality. The same holds good of Seta, Sitia, Setwa, and Satwa, as also of Saman bargehuna, Sambhari, Sambharia, or Samaria, names which are frequently met with in the same districts as the above. The name "pissi," frequently used in the Central Provinces, and occasionally in the North-West Provinces, seems invariably to imply a softness of grain, whether in white or red wheat.

But in the case of almost every other name samples of the most different character may be found. Thus, for instance, the names Gajar, Gajra, Gaja, designate, as a rule, in the Agra and Rohilkund divisions and adjoining parts of Oude, rather an inferior sort of white wheat. Very frequently the wheat is mixed, white and red, sometimes altogether red; but occasionally samples are to be found under the same name, consisting of the finest soft white wheat, equal in value to the best specimens produced in India. The same applies to the names Kathia, Katteh, Kuttya, and other variations, which in most parts of India designate rather a poor sort of wheat, white or red, but mostly hard, and yet occasionally have been applied to the most beautiful samples of soft white. The names Jamali and Gangajali so frequently met are indiscriminately applied to wheat of the most different characteristics.

It may indeed frequently happen that, even in cases in which the grain is of a different hardness or colour, the plant known under the same name may be distinguished by a certain similarity in outward appearance, and that only the character of the seed has become changed or degenerated. It is impossible to decide this point without possessing specimens of the whole plant. But sufficient evidence has been shown of the uncertain meaning of the Native names as applied to the grain itself to make it unsafe to adopt them as a basis of a commercial grouping of the samples sent from India. This has been therefore effected entirely on the basis of the appearance of the samples themselves, without regard to the names under which they were sent.

Description of the principal varieties of wheat grown in India.

5. The whole of the 827 samples submitted for valuation may be arranged in four principal groups, embracing the white soft, the white hard, the red soft, and the red hard wheat. The differences between these varieties when pure are very striking.

The pure soft white wheat has a grain usually of a bright straw colour, is opaque in appearance, and the fracture is white and floury, the inner portion of the grain being friable. This is the most valuable variety for the London market, as it yields the finest flour. The Indian wheat of this description is in special request on account of its dryness, which renders it useful for admixture with home-grown wheat containing too much moisture when harvested in wet seasons. It is also liked by millers, on account of the considerable increase in weight which it experiences in grinding in consequence of its power of absorbing moisture.

The pure hard white wheat has a grain of a translucent, flinty, or "ricey" appearance, varying in colour from a greyish or yellowish white to the lighter shades of brown, the fracture smooth and glass-like, and the grain hard and brittle. This kind of wheat is not much in favour in the London market, as the usual appliances of English millers do not seem to be so well adapted for dealing with it as with the soft white. It is, however, in considerable request in the Mediterranean, and especially in Italy, where it is used in the manufacture of macaroni. This is the reason why the quotation in Italy for wheat of this description is frequently as much as 5s. per quarter higher than that of the London market.

The pure soft red wheat is only distinguished from the soft white by the different colour of the skin, which varies in different varieties from an amber colour to a reddish brown. The fracture is as white and mealy as in the soft white wheat, and the grain as friable. It is eminently suitable for the English market. The Indian red varieties are, however, frequently rather smaller berried than the white varieties, and are usually much deteriorated by being mixed with barley, gram, and different oilseeds.

The hard red wheat is the darkest of any, being frequently of a dark brown colour. It is translucent in appearance, and the fracture is smooth and glass-like. It occupies the lowest position in the London market, as it is generally disliked by the millers.

Only a certain number of the samples, however, present these characteristics with distinctness. A considerable number consist of mixtures of the primary varieties in all possible proportions, white and red, soft and hard, from which the grains of each kind may be picked out. A considerable number too, though consisting of grain of uniform quality, exhibit in the character of the individual grain a transition between some of the four varieties above mentioned. For instance, in certain samples of the Bansi wheat, from the Central Provinces, some portions of the same individual grain may be opaque and soft, others translucent and hard. In the same way, many of the samples of wheat from the Punjab and from Bengal, although in general approaching in appearance the soft white wheat, are yet considerably harder than the pure soft wheat, and yet not hard enough to be classed with the hard wheat. These were usually described as semi-hard, and are in general classed with the soft white wheats. The same may be remarked even more frequently of red wheat, in which, perhaps, the greater number of samples is neither completely soft nor yet decidedly hard. In colour, again, the hard white passes by imperceptible transitions into the hard red, as there are many specimens of a light brown translucent grain which might be arbitrarily classed with either the hard red or with the hard white variety.

For the purpose of a simple classification, however, all the samples have been arranged in four groups, corresponding to the four distinctive varieties, the mixed or transitional samples being added to the group with the character of which they most nearly corresponded. Thus, all the semi-hard white wheats, or mixed wheats in which the soft white variety predominated, have been included in the same group with soft white. A peculiar description of short round berried wheat, in appearance like pearl barley, with a hardness considerably in excess of the usual soft wheat, has been likewise included with it. In the same manner, most of the semi-hard red and brown wheats are included in the same group with soft red. The number of samples contained in each group appears from the following enumeration; the average price assigned to each group has been added in order to show in this way the relative estimation in which the different descriptions stand in the London market:—

	Number of Samples.	Average price per Quarter of 496 lbs.
1. White, soft and semi-hard, and pure or mixed, with a predominance of soft white	357	s. d. 41 9
2. Hard white - - - - -	167	39 5
3. Red, soft and semi-hard; pure or mixed, with a predominance of soft red	161	38 5
4. Hard red - - - - -	142	36 1
Total - - - - -	827	39 8

The number of samples classed with soft white and soft red amounts to 518, against 309 of hard white and hard red samples, showing a considerable predominance of soft samples, even when taking into account that, among the inferior varieties of the samples grouped with the soft wheat, there are many semi-hard samples or samples of soft wheat largely mixed with hard grain. The great number of soft samples is an important fact, as it is the soft wheat which is most suitable for export to this country, as appears from the higher price realized by it.

Geographical distribution of the different varieties of Indian wheat.

6. To a certain extent, the four distinctive varieties, the soft and hard white, and the soft and hard red, are cultivated side by side in the same districts, but, on the whole, a distinct geographical distribution of the several varieties may be perceived. In the accompanying map* the leading varieties of wheat produced by each district have been separately marked, and it clearly appears that, while Northern India produces mainly soft wheats, the samples produced in Southern India and part of Bengal are chiefly hard. The cultivation of the soft white wheat appears to be comprised within the basins of the three great rivers, the Ganges, the Indus, the Nerbudda, and their tributaries. In fact, from the whole territory south of the Nerbudda basin only two samples of soft white wheat were sent, one from Khandesh on the

* This map does not pretend to do more than give a general idea of the production of wheat in India, and of the manner in which information on this subject can be represented after the receipt of the complete statistics now in process of being collected.

Tapti, only a little south of the Nerbudda, and a sample of mixed soft red and white from the Belgaum district. Whilst the North-West Provinces and Oude sent mainly soft white samples, the majority of the samples from the Punjab are soft red. The soft red wheat also extends farther south than the soft white. Several fine samples were sent from Berar, from which not a single sample of soft white wheat arrived, and a sample (all but destroyed by weevil) came from as far south as Bellary. The hard white wheat occurs occasionally wherever the soft white is cultivated, but it is predominant in the Deccan, Berar, and parts of Bengal. The least valuable variety, the hard red wheat, extends the farthest to the south of all, and is, moreover, the only kind cultivated in the moist climate of the Gangetic delta, Orissa, and Burma. In the extreme south of the Madras Presidency, and in Mysore, the wheat appears to belong to a variety similar to the spelt, in which the husk adheres so strongly to the grain that mere threshing is insufficient to separate them, so that it requires to be husked in the same way as paddy. The grain appears to be of an inferior hard red description.

In the following table, the predominant character of the wheat culture in each province is shown by the number of samples of each of the four kinds of wheat sent from them, whilst the average price for each province illustrates the influence which the cultivation of the more valuable soft and white varieties exercises on the value of the whole provincial produce.

Name of Province.	Number of Samples of				Total Number of Samples.	Average price per Quarter of 496 lbs.
	Soft White.	Soft Red.	Hard White.	Hard Red.		
Bengal - - - -	27	21	12	8	68	s. d. 39 10
North-West Provinces and Oude -	251	71	37	15	374	40 9
Ajmere and Mhairwarra - -	—	3	1	1	5	40 6
Punjab - - - -	17	30	3	4	54	38 5
Sind - - - -	41	2	15	—	58	39 0
Bombay - - - -	5	13	60	61	139	38 3
Central Provinces - - -	16	13	8	12	49	40 1
Berar - - - -	—	7	31	16	54	38 10
Madras - - - -	—	—	—	18	18	36 1
Mysore - - - -	—	—	—	6	6	32 4
Burma - - - -	—	—	—	2	2	34 3
All India - - -	357	160	167	143	827	39 8

It appears from this table that the greatest preponderance of soft white samples occurs in the North-West Provinces and Oude, 251 samples out of 374 belonging to this class. The average value of the samples from this province is therefore the highest of any in India, amounting to 40s. 9d. per quarter of 496 lbs. The two provinces in which the soft white likewise constitutes an important fraction of the samples, viz., the Central Provinces and Bengal, realize also the next highest average values, viz., about 40s. per quarter. The Punjab would almost certainly have shown an equal, if not a higher value, if the collection from it had been more complete, and the same would probably have applied to Sind, if the samples from there had not been weevilled throughout, in addition to being mixed frequently with barley and other grains. All the other provinces have a lower average, the lowest occurring in the case of Madras, Mysore, and Burma, all the samples coming from which belong to the hard red description.

The detailed description and valuation of the samples is contained in the accompanying valuation list, pp. 26 *et seq.*, in which the samples are arranged according to the districts from which they were forwarded. The provinces are arranged in sequence, starting from Calcutta. First come the Lower Provinces of Bengal, followed by the North-West Provinces and Oude, by Ajmere and Mhairwara, and the Punjab. Then follows Sind, in the Bombay Presidency, and the Bombay districts proper. Next follow the Central Provinces, Berar, Madras, Mysore, and at last Burma. Within each province the divisions follow in their geographical, and the sub-divisions or districts in alphabetical order. The samples within each district are grouped according to the four varieties, soft white, hard white, soft red, and hard red, the best samples of each description coming first, and then the others in the order of their value. In order to facilitate reference, and to be able to estimate at a glance the comparative frequency of the samples of each description of wheat, each entry is prominently distinguished by a

mark consisting of one or more of the four letters A, B, C, D. The letter A stands for soft white, B for hard white, C for soft red, and D for hard red, whilst combinations of the letters indicate mixtures, in which the letter placed first points to the predominant variety. For instance, A D designates a mixture of soft white with hard red wheat, the soft white preponderating. The valuations of all the samples are strictly comparable with each other, although they were originally made at different periods, in the order of the arrival of the samples from India. At the time of the valuation of the last consignment, in February of this year, a certain number of samples of the first consignment were revalued, and rules were agreed upon for reducing the prices of the previous valuations to the level of the last quotations, and these reduced prices only were finally entered. It must be remarked that in the course of the arrangement of all the samples district by district, and in the order of their quality, the running numbers of the original valuation lists, which followed each other in the order of the arrival of the samples, were considerably disarranged, because samples from the same district may have arrived in several batches at very different times, and were placed at very different places in the original valuation list, whilst they are all placed together in the list now submitted. Whenever possible, the local number of the sample has been likewise entered. Most of the consignments, however, arrived without any list or local numbers whatever, and can only be identified by their name and the place they were sent from.

Soft white wheat.

7. The quality of the samples of white wheat forwarded to this country is on the whole surprisingly high, and Mr. Alexander Smith to whom they were submitted reports that a considerable number amongst them are far superior to any Indian wheat ever seen in the London market. The better qualities of wheat coming from Calcutta are usually comprised under the classes No. 1 and No. 2 Club, the quotations for which at the time of the last valuations, in the beginning of February of this year, were 42s. to 43s. for No. 1, and 40s. to 41s. for No. 2. By adding the samples which depart only a little from these values to the numbers contained within the above classes, and by distinguishing those either above or below them in value, the samples of soft white wheat may be arranged in the following five classes :—

Observations on the samples of soft white wheat.

Price per Quarter of 496 lbs.

- a. Samples of superior quality - 44s. to 48s.
- b. „ grade No. 1 - 43s. 6d. to 41s. 6d.
- c. „ „ No. 2 - 39s. 6d. to 41s.
- d. „ ordinary quality - 37s. to 39s.
- e. Inferior samples - below 37s.

The number of samples belonging to each class will appear from the following statement :—

Name of Province.	Number of Samples of Soft White Wheat (including mixed and semi-hard with predominance of soft white) of each of the Classes under mentioned.					
	Superior quality, 44s. to 48s. per quarter of 496 lbs.	No. I. Club 43s. 6d. to 41s. 6d. per quarter of 496 lbs.	No. II. Club 39s. 6d. to 41s. per quarter of 496 lbs.	Ordinary quality, 37s. to 39s. per quarter of 496 lbs.	Inferior quality, below 37s. per quarter of 496 lbs.	Total.
Bengal - - -	6	9	5	5	2	27
North-West Provinces and Oude - - -	81	96	44	26	4	251
Ajmere and Mhairwarra - - -	—	—	—	—	—	—
Punjab - - -	7	4	4	1	1	17
Sind - - -	—	8	14	17	2	41
Bombay - - -	—	3	2	—	—	5
Central Provinces - - -	7	3	4	2	—	16
Berar - - -	—	—	—	—	—	—
Madras - - -	—	—	—	—	—	—
Mysore - - -	—	—	—	—	—	—
Burma - - -	—	—	—	—	—	—
All India - - -	101	123	73	51	9	357

Thus, out of a total of 357 samples, more than 100 samples are better than Grade No. 1, and more than 120 samples come up to that grade. The result would have been even more favourable if a certain proportion of the samples had not been to some extent damaged by weevil.

Four different types of grain may be distinguished among the samples of soft white wheat. These are :—

a. Wheat similar to Australian or Californian, stout regular grains of a brilliant colour, mostly very soft, and usually very uniform in quality and in clean condition.

b. Small berried wheat, more dull in colour than the foregoing, and less uniform in quality, hardly any sample being quite free from admixture with red or hard white wheat. Frequently the admixture of red grains is so considerable that the wheat must be called mixed rather than white, and there may be such a preponderance of hard or almost hard grains, as to give to the sample the character of a semi-hard rather than of a soft wheat.

c. A large berried wheat, thick in the middle, pointed at the ends, rarely uniform in colour, some grains as bright as the first variety just mentioned, others more dull and grey, occasionally passing into red, but more frequently mixed with hard grain, or passing into it by imperceptible degrees, the individual grains being often partly soft and partly hard. In fact, the greater portion of the samples of this description must be described as semi-hard.

d. Wheat with a peculiar, short, roundish grain, in appearance like pearl barley. It is the wheat known under the names of *paighumbree*, *gilghit*, *giljit*, or *nikka* in the Punjab, and of *chunia*, *munia*, or *rae muneer* in Oude and the North-West Provinces. It occurs locally in Oude, the North-West Provinces, the Punjab, and Sind, but it does not possess any great importance, as it does not appear to be very prolific. Although it is mostly semi-hard or even almost hard, the samples were very favourably reported on.

The sample sent from the Delhi district under the name “Gundun safed” (No. 273, page 46 in valuation list) may be accepted as the finest type of wheat grown in India. It is a soft white stout grain, remarkably uniform in quality, and in clean condition. The weight is very high, amounting to 65 lbs. per bushel. It is equal to the finest wheat grown in South Australia or California, the countries from which of all others the finest qualities of wheat are imported. It has been valued at 48s. per quarter of 496 lbs., this being the quotation for best Australian wheat at the time, and it has been declared equal in quality to the finest sample of wheat shown in the late Paris Exhibition. Nor is this an exceptional sample. Wheat of equal value and of equal excellence has been sent from Gya in Behar (“Dawoodie,” Val. No. 150, page 29), from Unao in Oude (“Saman,” No. 359, page 37), from Bulandshahr and Meerut in the North-West Provinces (“Safed,” No. 397, page 45, “Safed,” No. 629, page 45, and “Safed,” No. 459, page 44), from Dera Ismail Khan, in the Punjab (No. 411, page 51), as also from Hoshungabad, in the Central Provinces (“White Pissi,” No. 575, page 61). These places indicate the limits of the area within which the finest wheat is cultivated, and within which may be found a considerable number of samples ranging in value from 46s. to 48s. which are but little inferior to the eight samples selected as types of the best wheat, and which are mostly described by the valuer as being similar to Australian or Californian wheat. Not only most of the 45 samples ranging in value from 46s. to 48s., but also many of the 48 samples valued from 44s. to 46s., consist substantially of wheat of the same quality; all, more or less, like Australian or Californian, and only slightly depreciated in value by weevil, by slight admixture with red or hard grains, with barley, gram, or oilseeds, or impurities of other description. The local names vary from province to province, but no corresponding difference appears in the grain. The samples belonging to this class under the various names of Pissi in the Central Provinces; Shori in Sind; Zurd kanak in the Punjab; Daudia, Safeda, Setwa, Muria, Mundia, or Gajar in the North-West Provinces and Oude; Dawoodia in Behar, are almost indistinguishable in appearance, and all of equal excellence, though under the same names many other samples may be found which are perfectly different in appearance, and often really inferior in quality.

The varieties previously described as the small berried and the large berried respectively constitute the greater portion of the wheats of Grades Nos. 1 and 2, and of those of lower quality. But in the comparatively rare instances in which they are characterized by considerable uniformity and softness of grain they range as high in value as the samples resembling the Australian wheat, whilst the value of even this latter variety may be reduced by the admixture of impurities to the lowest level observed in any of the other varieties.

It has been already explained that both the small-berried and the large berried variety of soft white wheat are usually of less uniform appearance than the Australian-like wheat, and that they frequently contain a considerable admixture of red and of hard white wheat, so as to render it often difficult to decide whether a given sample should be classed as a red or a white, a hard or a soft wheat. This seems to afford an explanation why the same name so often serves to designate varieties of grain which appear to be very different from each other. Thus under the name of Jamali a number of small berried varieties were sent from Bengal, some of which were soft and white, others perfectly hard, white, or red, others again a beautiful soft red, while most were rather mixed in character. In the same way the large berried soft variety occurs frequently under names like Burghona, Anokha, Kathia, Jalalia, and Bansi, usually applied to hard white wheats, or even under the name of Desi, usually applied to red wheats, and, in fact, it is rarely free from a considerable admixture of hard grains, even if the individual grain does not, as is often the case with the Bansi variety in the Central Provinces, possess a mixed character, partly soft, partly hard.

Every defect in the way of colour, uniformity, and softness of the grain diminishes in a corresponding manner the value of the sample, but the quality is even more seriously deteriorated by the admixture of foreign substances, especially of barley, gram, linseed, and rapeseed or other grains. Other impurities, such as lumps of earth and clay, and chaff, likewise occur, and often reduce the value of the wheat considerably. In many of the samples mere screening would suffice to separate the fine grain from the impurities, and to improve the value by as much as 5s. per quarter. For instance, a sample from the Etawah district (Mundia, No. 498) has been valued at only 37s. on account of the considerable admixture of barley and gram, and impure condition generally, but the valuer reported that by cleaning the value could be raised to 42s. It may be noticed that the Sind samples especially suffer from the presence of barley, and that the wheat, which is often of the finest quality, is thereby rendered often quite unsaleable, as being in its actual condition quite unfit for milling.

The following list of some of the finest samples of soft white wheat will serve to give some idea of the names under which some of the finest samples were sent, as also of the places in which they were produced :—

District.	No.	Name.	Weight per Bushel.	Price per Quarter.	Remarks.
<i>Lower Provinces of Bengal.</i>					
Chumparun	157	Dawoodia	63	47 0	Small berried.
Gya	150	Dawoodia	62½	48 0	Like Californian.
Patna	141	Maghie	64½	45 6	
Shahabad	144	Doodhia	62	47 0	Like Californian.
<i>North-West Provinces and Oude.</i>					
Azimgarh	713	Daudi	61	46 0	
Benares	703	Daudia	—	46 0	
Basti	715	Gangajali	—	45 0	
Banda	704	Pisi gangajali	—	47 0	
Cawnpore	642	Muria	—	48 0	
Ditto	621	Anokha	—	47 0	
Ditto	637	Desi	—	46 0	Large berry.
Ditto	514	Mudia	—	44 6	Fine drop wheat, probably 64 lbs.
Futtehpore	639	Pisi awwal	—	46 0	
Ditto	670	Muria	—	45 0	
Pertabghar	466	Mundwa	62½	47 0	Like Californian.
Ditto	630	Setwa	60	46 6	
Ditto	614	Mundia	—	46 0	
Bharaich	489	Daudi	61	46 6	Like Californian.
Ditto	488	Sambodhwa	—	46 0	
Ditto	702	Sandhua	—	46 0	
Gonda	767	Daudi	—	45 6	
Unao	359	Saman	—	48 0	
Ditto	361	Marua	—	46 0	Like Californian.
Ditto	633	Ditto	—	46 0	Ditto.
Ditto	672	Safeda	—	45 0	
Kheri	386	Sitia	60½	45 0	Like Danzig, but dirty.
Sitapur	350	Mundia	61	46 0	Like Californian.
Ditto	665	Muria	—	46 0	
Lalitpur	636	Pisi duem	—	45 0	
Etah	430	Mundia	62	47 0	Like Australian.

District.	No.	Name.	Weight per Bushel.	Price per Quarter.	Remarks.
				<i>s. d.</i>	
Etah - -	632	Sambharia -	—	46 0	Like Californian.
Ditto - -	671	Ratta - -	—	46 0	Ditto.
Muttra - -	631	Safeda - -	—	46 6	Ditto.
Mainpuri - -	635	Sambharia -	—	47 0	Ditto.
Ditto - -	634	- - - -	—	46 6	Ditto.
Bulandshahr -	459	Safed - -	63	48 0	Like Australian.
Ditto - -	463	Gajar - -	63½	47 0	Like Californian.
Ditto - -	640	Safed - -	—	46 6	Ditto.
Ditto - -	465	Mendha - -	62½	46 0	Ditto.
Ditto - -	638	Gajar - -	—	46 0	
Ditto - -	626	Rutta - -	62	45 6	
Ditto - -	462	Ruta - -	63	45 0	
Ditto - -	657	Munia - -	—	45 0	Like pearl barley.
Dehra Doon -	681	Mihirta - -	—	45 0	
Meerut - -	397	Safed - -	62	48 0	Like Californian.
Ditto - -	629	Ditto - -	—	48 0	Ditto.
Ditto - -	403	Monda - -	62	47 0	Ditto.
Ditto - -	641	Muria - -	—	45 6	
Muzaffarnagar -	699	Safeda - -	—	46 0	
Saharanpur -	310	Monda - -	62½	46 6	
Ditto - -	663	Muria - -	—	45 0	
Bareilly - -	625	Sambharia -	—	46 0	
Ditto - -	677	Pisia - -	60	46 0	
Ditto - -	692	Khatia - -	—	45 0	
Budaon - -	697	Bhambria -	—	46 6	
Ditto - -	698	Muria - -	61	46 6	
Ditto - -	617	Ratua - -	61	46 0	
Ditto - -	656	Rai munea -	—	45 0	Like pearl barley.
Moradabad -	714	Muria awwal -	62	47 0	Ditto.
Ditto - -	613	Mundia - -	—	46 0	Small berry.
Ditto - -	728	Mandwa kada -	—	46 0	
Ditto - -	727	Ditto - -	—	45 6	
Ditto - -	726	Muria safed -	—	45 0	

Punjab.

Delhi - -	273	Gundun safed -	65	48 0	Like Australian.
Sarsa - -	292	- - - -	61	45 0	
Dera Ismail Khan	411	- - - -	63	48 0	Like best Californian.

Central Provinces.

Baitul - -	181	Pissi - -	63	46 0	Like Californian.
Hoshungabad -	575	Pissi white -	62	48 0	Like Australian.
Ditto - -	579	Sohareea - -	—	48 0	Ditto.
Mandla - -	171	Pissi sookrawali -	60½	46 6	Like Californian.
Saugor - -	165	Pissi - -	62½	46 0	Long berried.
Seoni - -	189	Mundi - -	64	47 0	Like Californian.
Ditto - -	188	Pissi - -	59½	45 6	

It will be seen that the majority of the finest specimens, ranging from 45s. to 48s. per quarter, come from the North-West Provinces and Oude. The Central Provinces come next, and there are likewise some specimens from Behar, and from the Punjab. No samples equal to the foregoing appear from Bengal proper, although soft white wheat of a tolerably good quality, mostly of the small-berried kind, is grown as low down as the Hooghly district, and a sample from Beerbhoom was fully equal to Grade No. 1. As regards the Punjab again, the best samples all come either from the Delhi and Hissar divisions immediately adjoining the North-West Provinces, or else from the Trans-Indus districts, in which the wheat resembles the fine variety cultivated in Upper Sind. But from the Punjab proper, between the Indus and the Sutlej, no perfect samples of pure soft white were available for report, even the best being rather semi-hard than soft, and the grain less uniform than in the samples included in the foregoing list. Nevertheless it would not be fair to conclude on this account alone that the cultivation of wheat is conducted less carefully and skilfully in the Punjab than in the North-West Provinces, because the fragmentary nature of the Punjab collection already commented on, and especially the highly weevilled condition in which most of the samples arrived, make it impossible to accept the Punjab series of valuations as a fair representation of the cultivation of wheat in that province. It must be also remarked that the softest, that is, the finest specimens,

are those most exposed to destruction by weevil, and it is likely that but for their weevilled condition some of the samples from the parts of the Punjab referred to would have been as favourably reported on as the finest samples from the North-West Provinces. The same applies to Sind, from which a number of samples were sent equal to the finest grown in India, but their weevilled condition prevented their being valued at anything like the prices assigned to the best samples. The districts under Bombay sent no samples which could be compared with the finest wheat of the Central Provinces, but a few samples were sent from Broach and from Khandesh which come up to Grade No. 1.

The weights per bushel given in the above list of samples are very high, notwithstanding that some of the samples were touched by the weevil. None weigh less than 60 lbs. per bushel, whilst in some cases the weight goes up to as high as from 63 to 65 lbs.

Hard white wheat.

8. There is much less variety among the different samples of hard white wheat than among those of soft white wheat already noticed. A great number of samples resemble in appearance the large berried soft or semi-hard wheat already described, only that they are completely hard and translucent. Others, with the same difference, resemble the small berried soft or semi-hard variety. There is in addition a considerable number of samples with a long thin ricey grain, resembling some of the inferior varieties of hard red wheat. These latter samples, frequently known under the name of Khattya, Kathe, Kuthya, are really an inferior grain in every respect, and the samples are rarely in a good condition, most of them containing chaff, dirt, and foreign substances in considerable quantity. But among the large berried samples there are many of a very high quality, with clear uniform grains in good condition and free from impurities. In fact, many of these samples are equal, if not superior, to the best hard St. Petersburg or Kubanka, which is usually considered as the type of wheats of this kind. The highest prices realized by the hard white wheats are, however, much below those ranging in the London market for the soft wheats, and, as already remarked, the Mediterranean, and especially Italy, seems to afford the best market for wheat of this description, which is in demand there for the manufacture of macaroni, and frequently fetches prices as much as 5s. per quarter in excess of the quotations of the London market.

Observations on the samples of hard white wheat.

No classification in any way resembling that of the soft white exists for the hard white wheat; but in order to obtain a view similar to that given for the samples of the former variety, the hard white wheats have been arranged in groups corresponding to the same ranges of price as those of the different classes of the soft white. The following table shows the result of this classification :—

Name of Province.	Number of Samples of Hard White Wheat of a value per quarter equal to that of the under-mentioned Classes of Soft White Wheat.				
	Class I., 43s. 6d. to 47s. 6d.	Class II., 39s. 6d. to 41s.	Ordinary quality, 37s. to 39s.	Inferior quality, be- low 37s.	Total.
Bengal - - -	3	4	5	—	12
N.-W. Provinces and Oude -	5	23	8	1	37
Ajmere and Mhairwarra -	—	1	—	—	1
Punjab - - -	—	2	—	1	3
Sind - - -	—	—	8	7	15
Bombay - - -	3	29	27	1	60
Central Provinces - - -	—	5	3	—	8
Berar - - -	2	19	10	—	31
Madras - - -	—	—	—	—	—
Mysore - - -	—	—	—	—	—
Burma - - -	—	—	—	—	—
Total - - -	13	83	61	10	167

• It will be seen that a considerable proportion of the samples is supplied by Bombay and Berar, from which hardly any samples of the soft wheat were sent. These two provinces supply by themselves more than one half of the samples of hard white wheat. The number of samples (37) sent from the North-West Provinces and Oude

is large in itself, but it appears small when compared with the number of soft white samples from the same parts, which was almost seven times larger. The following list enumerates some of the best samples of the wheat now under consideration :—

District.	No.	Name.	Weight per Bushel.	Value per Quarter.	Remarks.
<i>Lower Provinces of Bengal.</i>					
Moorshedabad -	109	Jamali - - -	62½	s. 41 d. 6	Short berried.
Monghyr - -	57	Bogra - - -	62	41 0	Long berried, flinty.
Maldah - -	77	Gangajali - -	63½	42 0	Very fine, long berried.
Tirhoot - -	145	Jamalkhani - -	64	41 6	Small berried.
<i>North-West Provinces and Oude.</i>					
Gonda - -	394	Daudi - - -	63	41 0	Mostly hard.
Barabanki - -	367	Murua - - -	62	41 0	Mixed, hard.
Lucknow - -	475	Tamla - - -	64½	42 6	
Unao - -	650	Samanbarghuna - -	—	41 0	Long berried.
Etah - -	435	Bhidia - - -	61	40 6	Long berried, like Kubanca.
Mainpuri - -	379	Anokha - - -	60½	42 0	Long berried.
Ditto - -	656	Ditto - - -	—	40 6	Ditto.
Aligarh - -	643	Kathia - - -	58	41 0	Ditto.
Bulundshahr - -	651	Barha - - -	—	42 0	Ditto.
Ditto - -	461	Ditto - - -	—	40 6	Large berried.
Meerut - -	402	Ditto - - -	61	41 0	Long berried.
Ditto - -	654	Ditto - - -	—	40 6	Ditto.
Budaon - -	655	Ratua - - -	—	40 6	Ditto.
Shahjehanpur - -	481	Sambhari - - -	60	40 6	
<i>The Punjab.</i>					
Sarsa - -	291	Brown wheat - -	60½	41 0	Small berried.
<i>Bombay.</i>					
Bhownuggur - -	25	Hasia - - -	60½	40 6	Long berried.
Khandesh - -	580	Kalee kusal - -	61	42 6	Ditto.
Ditto - -	605	Bansi - - -	62½	42 6	Very fine.
Nassick - -	999	Yellow Banshi - -	57	40 0	Finest of all, but weevilled.
Punch Mehals - -	1,011	Daudkhani - -	62	42 0	Large berried.
Ditto - -	1,013	Kathee malvi - -	61	40 6	
Dharwar - -	581	- - -	58	40 6	
Poona - -	965	Bakshi gahu - -	62	41 0	Large berried, finest kind grown.
Satara - -	994	Buxi - - -	60	40 6	Very fine.
<i>Central Provinces.</i>					
Saugor - -	164	Hansia - - -	62½	40 6	Long berried.
<i>Berar.</i>					
Nagpore - -	197	Botka - - -	61	40 6	Long, thin.
Oomraotti - -	879	Bansi - - -	61	41 6	Long berried.
Ellichpur - -	923	Ditto - - -	60½	41 0	Ditto.
Ditto - -	918	Ditto - - -	60	40 6	Ditto.
Akola - -	894	Bansi - - -	61	41 6	Long berried.
Ditto - -	891	Ditto - - -	60	41 0	Ditto.
Buldana - -	908	Ditto - - -	61	41 0	
Ditto - -	914	Ditto - - -	60	41 0	
Ditto - -	912	Ditto - - -	61	40 6	

The finest of these samples is (No. 605) "Bansi," from Khandesh, valued at 42s. 6d., though even this sample would have been probably surpassed by a sample of "yellow Banshi" (No. 999) sent from Nassick, had not the latter arrived very much damaged by weevil. All parts of the Bombay Presidency south of the Nerbudda supply fine samples under the names of Banshi, Bansi, Bukshi, Buxi, Jalalia, and others. But some of the samples from the North-West Provinces and Oude, sent under the names of Barha, Tamla, Anokha, and others, are equally good. One of the best samples, "Gangajali" (No. 77), valued at 42s., comes from the Maldah district in Lower Bengal, and altogether the cultivation of hard white wheats, if restricted to a smaller area than that of the soft varieties, results in the production of many samples equal to the finest grown in any country, which sent to a suitable market would be

likely to realize prices almost as high as those obtainable for the best descriptions of soft white wheat. It may likewise be noted that the hard wheat appears to be on the whole less liable to suffer from weevil than the soft variety. The weights per bushel are almost as high as in the soft white; all but a few are above 60 lbs. per bushel, some as high as 64½ lbs. Of the few samples below 60 lbs. most are so much weevilled that the loss of weight is accounted for.

Soft red wheat.

9. The condition of most of the samples of soft red wheat affords evidence that its cultivation is conducted with much less care than that of the fine white varieties. They are, as a rule, much mixed with barley, gram, or oilseeds, and foreign substances of all descriptions, and the grain is rarely so uniform in its quality as in the good white samples. The striking uniformity in the Native names for the red wheat is in itself a proof of the smaller estimation in which it is held by the Native agriculturist. In the greater number of districts, in which half a dozen or more different varieties of white wheat will be cultivated under as many different names, the red wheat will be known only under the generic denomination of "lal" or "surkh," indicating that the process of selection of seed and cultivation of special varieties has been applied to red wheat in a much smaller degree than to the white wheat. The red wheat is, however, deserving of more attention than it now receives, for the soft red varieties are exceedingly suitable for the English market, and very readily saleable. The following table shows the number of samples and their range of prices for each province of India, the classes being those adopted for the soft white wheat, as there is no corresponding classification for the red variety :—

Observations on the samples of soft red wheat.

Name of Province.	Number of Samples of Soft Red Wheat of a value per quarter equal to that of the under-mentioned Classes of Soft White Wheat.				
	Class I., 41s. 6d. to 43s. 6d. per quarter of 496 lbs.	Class II., 39s. 6d. to 41s.	Ordinary quality, 37s. to 39s.	Inferior quality, below 37s.	Total.
Bengal - - -	3	11	6	1	21
N.-W. Provinces and Oude -	2	23	38	8	71
Ajmere and Mhairwarra -	2	1	—	—	3
Punjab - - -	2	7	11	10	30
Sind - - -	—	1	—	1	2
Bombay - - -	—	8	5	—	13
Central Provinces - - -	1	2	10	—	13
Berar - - -	—	3	4	—	7
Madras - - -	—	—	—	—	—
Mysore - - -	—	—	—	—	—
Burma - - -	—	—	—	—	—
Total - - -	10	56	74	21	161

As may be seen from the foregoing table, the provinces in which the soft red wheat is chiefly grown are the same as those in which the soft white is cultivated, but the limit of cultivation of the former, as previously remarked, extends rather further to the south than that of the soft white variety. The following is the list of the finest samples of soft red wheat obtained :—

District.	No.	Name.	Weight per Bushel.	Price per Quarter.	Remarks.
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Lower Provinces of Bengal.

Beerbhoom -	89	Jamali - -	61½	s. 41 d. 0	
Burdway -	99	Desi - - -	61	41 0	Small berried.
Bagulpore -	66	Jamali - -	62½	41 0	Ditto.
Hazareebagh -	162	Gour - - -	63	41 6	Small berried, yellowish.
Lohardugga -	158	Jogra - - -	63½	42 0	Stout.
Gya - - -	149	Lall - - -	64	41 6	Stout, short berried.
Tirhoot - -	127	Sarhal - -	62	40 6	Fine, clean, semi-hard.

District.	No.	Name.	Weight per Bushel.	Value per Quarter.	Remarks.
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North-West Provinces.

Azimgarh	-	148	Hurrah	-	-	63½	41	0	Small berried, semi-hard.
Allahabad	-	777	Raksa	-	-	—	41	0	
Cawnpore	-	789	Pisia	-	-	—	41	0	
Jalaun	-	473	Pisia, red	-	-	61½	41	6	Large berried.
Muttra	-	790	Lal	-	-	—	40	6	
Bulandshahr	-	464	Gehun lal	-	-	62½	42	0	
Meerut	-	398	Surkh	-	-	61½	41	0	Long berried.

Ajmere and Mhairwarra.

588	Baja maigee	-	61	41	6
592	Kharcha baja	-	64½	42	6
590	Ditto	-	62	41	0

Punjab.

Gurgaon	-	259	-	-	-	64	41	6	
Rohtak	-	427	Red wheat	-	-	62	41	0	
Jhelum	-	272	Lal	-	-	61½	41	0	
Shahpur	-	410	Rati	-	-	61	41	0	Large berried, mixed with barley.
Dera Ismail Khan	-	413	Rutti kanak	-	-	60½	41	6	Long berried.

Bombay Presidency.

Bhownuggur	-	15	Vajia	-	-	58	40	6	Semi-hard.
		22	Patalia	-	-	58	40	6	Ditto.
		9	Ditto	-	-	59½	40	6	Ditto.

Central Provinces.

Nimar	-	194	Dhunya	-	-	—	40	6	Fine specimen.
Bilaspur	-	567	Khathia	-	-	60	41	6	Small berried.
		566	Red pissi	-	-	63	41	0	

Berar.

Bassim	-	906	Casdee	-	-	61	41	0	
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All these samples represent wheat which is very suitable for the English market. The finest sample is one from Ajmere, "Kharcha baja" (No. 592); but, as will be seen from the list, there are numerous samples almost equal to it from Bengal, the North-West Provinces, the Punjab, and the Central Provinces. The samples from the provinces just named are, as a rule, comparatively light in colour, and quite as soft as the softest white wheat. But from Bombay a good many samples of a large berried wheat were sent which deserve rather the name of brown than of red wheat, on account of the darkness of their colour. They are also much harder than the usual soft wheat, in fact almost hard. Still some of the samples grown in the State of Bhownagar are favourably reported on, with values up to 40s. 6d. per quarter. It may be likewise remarked that in the Punjab, from which several of the best samples were obtained, there appears to be grown in many districts a very degenerate kind of red wheat, in which a large proportion of the grains are so thin and shrivelled that they resemble rather grass seeds than the berries of a cultivated grain.

The prevalence of inferior varieties in the Punjab may be gathered from the fact that out of 30 samples of soft red wheat 10 are classed as inferior, being in value below 37s. the quarter, whereas out of 131 samples sent from the other parts of India only 11 are inferior. The weights per bushel given in the list are as high as in the preceding group, rising to 64½ lbs., and only in three instances is the weight below 60 lbs.

Hard red wheat.

10. The following table shows the number of samples and their range of prices :—

Observations
on the sam-
ples of hard
red wheat.

Name of Province.	Number of Samples of Hard Red Wheat.		
	Ordinary quality, 37s. to 39s.	Inferior quality, below 37s.	Total.
Bengal - - -	2	6	8
North-West Provinces and Oude.	4	11	15
Punjab - - -	—	4	4
Sind - - -	—	—	—
Bombay - - -	31	29	60
Central Provinces - -	11	1	12
Berar - - -	13	3	16
Madras - - -	5	13	18
Mysore - - -	1	5	6
Burma - - -	—	2	2
Total - - -	68	74	142

Most of these samples come from the Deccan and Southern India, and a very large proportion are inferior in quality, very thin, hard, and very dark. Wheat of this description is not in good demand in the London market.

India Office,
29th March 1879.

J. FORBES WATSON.

VALUATION of the Samples of Wheat forwarded in accordance with the Orders of the Government of India of 14th March 1877.

The values given are based upon the quotations ruling in the London Market in the beginning of February 1879.

Key to letters showing colour and hardness,—A, soft white; B, hard white; C, soft red; D, hard red.

Valuation Number of Sample.	Number on Sample as received.	Locality.	Description of Sample.		Valuation and Report.			
			Colour and Hardness.	Name.	Condition.	Weight.	Value.	Remarks.
124 123	2 1	BENGAL. PRESIDENCY DIVISION. <i>Nuddea District.</i> Krishnagar	D	Jamali	Weevilled	60	s. 38 0	Good, mixed, hard red, some barley.
			—	Dhoodia	Destroyed by weevil.		d.	
90 89 93 91 92	2 1 5 3 4	BURDWAN DIVISION. <i>Beerbhoom District.</i>	A C " — —	Dudhia Jamali Kheri Gangajali Desi	Weevilled Ditto Destroyed by weevil.	62	43 0	Fine, soft, white. Fine, small, soft berried, red. Good, soft, red, small berried, little dirty.
						61½	41 0	
						60½	40 0	
99 95 94 96 97 98	11 7 6 8 9 10	<i>Burdwan District.</i> Bood-bood	A C — — — —	Kheri jamali Desi Jamali Dudhia jamali Jamali Gangajali	Weevilled Destroyed by weevil. Lost.	57½	31 6	Inferior, dingy reddish, mixed with barley, earth and seeds, would require screening. Fine, soft, small berried, red.
						61	41 0	
100 101	12 13	<i>Hooghly District.</i> Hooghly Ditto	A C	Dhudia Jamali	Very much weevilled Weevilled	— 56	39 0 38 0	Good, white, about No. 2. Good, soft, small berried, red, some barley.

Valuation of the Samples of Wheat, &c.—continued.

Valuation Num-ber of Sample.	Number on Sam-ple as received.	Locality.	Description of Sample.		Name.	Condition.	Weight.	Valuation and Report.		Remarks.
			Colour and Hardness.					Value.		
<i>Bhagulpore District—cont.</i>										
66	13	Kishengunge	C	Jamali	-	-	62½	s. 41	d. 0	Fine, small berried, red.
58	5	Lakhanpur	-	Sona Ticker	-	-	-	-	-	Destroyed by weevil.
61	8	Soopole	-	Doodhia	-	-	-	-	-	Lost.
62	9	-	-	Jamalia	-	-	-	-	-	Destroyed by weevil.
63	10	Madipura	-	Doodhia	-	-	-	-	-	Lost.
69	16	-	-	Ditto	-	-	-	-	-	Destroyed by weevil.
70	17	-	-	Jamali	-	-	-	-	-	-
<i>Monghyr District.</i>										
57	4	Monghyr	B	Bogra	-	-	62	41	0	Fine, hard, long berried, white, flinty.
56	3	Ditto	"	Jamali	-	-	63	40	0	Good, clean, hard, small berried, white.
54	1	Ditto	-	Doodhia, No. 1	-	-	-	-	-	-
55	2	Ditto	-	Ditto, No. 2	-	-	-	-	-	-
<i>Maldah District.</i>										
71	18	-	A	Jamali	-	-	59	41	0	Good, thin, long, white, semi-hard.
77	24	Gomastipore	B	Gangajali	-	-	63½	42	0	Very fine, long berried, clean, hard, white.
72	19	-	"	Jamali	-	-	62½	40	0	Fine, hard, small berried, white.
86	33	Nahalgunge	"	Kheri	-	-	-	37	0	Common, hard, white, mixed with earth.
81	28	Nawalgunge	"	Ditto	-	-	61	40	0	Good, small berried, red.
76	23	-	"	Jamali	-	-	59	39	6	Good, small berried, soft.
87	34	Gomastipore	"	Gangajali	-	-	62	35	0	Rough, hard, reddish, mixed with earth; wheat good, requires cleaning.
73	20	Debipore	-	Ditto	-	-	-	-	-	-
74	21	-	-	Kheri	-	-	-	-	-	-
75	22	-	-	Mukri	-	-	-	-	-	-
78	25	Kharba	-	Gangajali	-	-	-	-	-	-
79	26	Gomastipore	-	Kheri	-	-	-	-	-	Destroyed by weevil.
80	27	Shibaganj	-	Ditto	-	-	-	-	-	-
82	29	Debipore	-	Ditto	-	-	-	-	-	-
83	30	Nawalgunge	-	Gangajali	-	-	-	-	-	-
84	31	Gazole	-	Kheri	-	-	-	-	-	-
85	32	Ditto	-	Gangajali	-	-	-	-	-	Lost.
88	35	English Bazaar	-	Ditto	-	-	-	-	-	-

Valuation of the Samples of Wheat, &c.—continued.

Valuation Number of Samples.	Number on Samples as received.	Locality.	Description of Sample.		Valuation and Report.			
			Colour and Hardness.	Name.	Condition.	Weight.	Value.	Remarks.
<i>Patna District.</i>								
141	17	-	A	Maghie	-	64½	s. d. 45 6	Fine, soft, white, mixed with some reddish white.
140	16	-	"	Ditto	-	63	41 6	Good, mixed, nearly white, about No. 1.
139	15	-	"	Jamali	Weevilled	62½	40 0	Good stuff, small berried, white, mixed with barley and gram.
136	12	-	C	Maghie	-	61	39 0	Good, soft, small berried, and red.
135	11	-	C	Lalee	Little weevilled	62½	37 6	Good, red, dirty, semi-hard, mixed with gram and linseed.
137	13	-	—	Doodhia	Lost.	-	-	-
138	14	-	—	Maghie	Destroyed by weevil.	-	-	-
<i>Sarun District.</i>								
152	28	-	A	Doodhia	Little weevilled	59½	38 6	Wheat good, a few gram.
153	29	-	A C	Jamalia	-	61	37 6	Good, soft, mixed, some gram.
151	27	-	C	Lalee	Little weevilled	63	40 0	Good, short berried, semi-hard, red.
<i>Shahabad District.</i>								
144	20	-	A	Doodhia	Weevilled	62	47 0	Fine, soft, white, like Californian.
142	18	-	"	Hurha	-	64	41 6	Fine, stout, soft, some gram.
143	19	-	C	Jamalia	-	62	38 6	Fine, soft, red, some gram, few damaged grains.
<i>Tirhoot District.</i>								
146	22	Mozaffarpur	A	Lal Desi	-	63	44 6	Fine, clean, small berried, mixed, white.
147	23	Ditto	A C	Doodhia	-	64	43 0	Fine, clean, semi-hard, red and white.
132	8	Durbhunga	A	Haraha	Weevilled	64½	41 6	Very clean, a few grains of linseed, equal to No. 1. club.
129	5	Saraisa	A C	Sarhon	-	—	38 6	Ordinary, mixed, scarcely No. 2, mixed with gram.
128	4	Durbhunga	"	Hada	-	61	38 0	Good, mixed with barley, equal No. 2.
145	21	Mozaffarpur	B	Jamalkhani	A little weevilled	64	41 6	Fine, regular, small berried, hard, white.
126	2	Ditto	C	Ditto	-	61	39 0	Good, hard, flinty, white.
148	24	Ditto	C	Hurrah	-	63½	41 0	Fine, clean, small berried, semi-hard, red.
127	3	Ditto	C D	Sarhab	-	62	40 6	Fine, clean, semi-hard, red.
125	1	Ditto	"	Jamalkhani	-	62½	40 0	Fine, semi-hard, red.
133	9	-	D	Hadhee	-	—	37	Stout, hard, dingy red.

130	6	Saraisa	-	-	-	-	-	-	-	-	-	-	35	0	Common, hard, small berried, red, mixed with barley.
134	10	-	-	-	-	-	-	-	-	-	-	-	35	6	Small berried, hard, red, mixed with barley.
131	7	Seripeer	-	-	-	-	-	-	-	-	Lost.	-	-	-	
NORTH-WEST PROVINCES AND OUDE.															
BENARES DIVISION.															
Azimgarh District.															
713	-	-	-	-	-	-	-	-	-	-	-	61	46	0	Fine, white, superior No. 1.
313	-	-	-	-	-	-	-	-	-	-	-	64	43	0	Fine, white, small berried, clean.
791	-	-	-	-	-	-	-	-	-	-	-	-	40	0	Good, red, soft.
314	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Destroyed by weevil.
Benares District.															
703	-	-	-	-	-	-	-	-	-	-	-	-	46	0	Fine, white, coloury, soft.
747	-	-	-	-	-	-	-	-	-	-	-	-	41	6	White, about No. 2.
781	-	-	-	-	-	-	-	-	-	-	-	-	40	6	Small berried, mixed white and red, soft.
822	-	-	-	-	-	-	-	-	-	-	-	-	39	0	Good, red.
525	-	-	-	-	-	-	-	-	-	-	-	60	38	0	Soft, good, large berried, chiefly red, mixed with oil seeds.
526	-	-	-	-	-	-	-	-	-	-	-	56½	37	0	Small berried, little shrivelled, weevil, and linsee d.
523	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Ditto
524	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Lost.
Basti District.															
715	-	-	-	-	-	-	-	-	-	-	-	-	45	0	Fine, white, superior No. 1.
764	-	-	-	-	-	-	-	-	-	-	-	-	43	0	White, about No. 1.
487	-	-	-	-	-	-	-	-	-	-	-	-	40	0	Fine, small berried, red, soft.
823	-	-	-	-	-	-	-	-	-	-	-	-	39	0	Ordinary red, small berry, mixed, white.
776	-	-	-	-	-	-	-	-	-	-	-	54	38	0	Good, red, some white.
484	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Destroyed by weevil.
485	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
486	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Ghazipur District.															
679	-	-	-	-	-	-	-	-	-	-	-	-	43	6	Good, white, about No. 1, but thin.
307	-	-	-	-	-	-	-	-	-	-	-	56½	40	0	Good, white, soft, good colour, rather dirty.
308	-	-	-	-	-	-	-	-	-	-	-	62	39	0	Good, red, but dirty.
810	-	-	-	-	-	-	-	-	-	-	-	-	39	0	Good, red, soft.

Valuation of the Samples of Wheat, &c.—*continued.*

Valuation Num-ber of Sample.	Number on Sam-ple as received.	Locality.	Description of Sample.		Valuation and Report.			
			Colour and Hardness.	Name.	Condition.	Weight.	Value.	Remarks.
377 792 376	— — —	<i>Gorakhpur District.</i>	C A	Lalia	Weevilled	62½	s. d. 40 0	Fine, red, mixed with white, clean.
			C	Ditto	-	—	—	Good, red.
			—	Daudi	Destroyed by weevil.	—	—	—
334 785 335 336 784 337 694 816	— — — — — — — —	<i>Mirzapur District.</i>	A	Daudi	Weevilled	62	43 0	Fine, small berried, soft, white.
			C	Lalia bargehuna	-	—	40 0	Good, red, soft.
			"	Lalia	-	60½	39 0	Good, stout, red, dirty, gram, &c.
			"	Lalia tisia	-	60	38 6	Good, red, somewhat rough.
			D	Ditto	Much wevilled	—	36 0	Red, long berry, hard.
			—	Lalia bargehuna	Destroyed by weevil.	—	—	—
			—	Daudi		—	—	—
343 344 777 345 795 347 828 827 346 348	— — — — — — — — — — — —	<i>ALLAHABAD DIVISION. Allahabad District.</i>	A	Daudi	Weevilled	59	44 6	Fine, small berried, soft, white.
			A C	Raksa	Ditto	60	40 0	Fine, mixed with red, like Polish.
			C	Ditto	-	—	41 0	Good, red, soft.
			"	Burgehuna	-	60	40 0	Good, red, soft, rough, large berried.
			"	Pisi	-	—	39 0	Good, red.
			"	Pissi surkh	-	—	38 6	Good, red, thin.
			"	Bargehuna	-	—	37 0	Long berried, red, roughish.
			"	Kathia	-	—	36 0	Inferior, red, dirty, thin.
			—	Murwa	Destroyed by weevil.	—	—	—
			—	Kathia		—	—	—
			A	Pisi gangajali	-	—	47 0	Fine, white, superior, No. 1, soft.
			A C	Pisia lal kattria	-	60½	41 0	Rather mixed, large berried, about No. 2, few gram, and damaged, and grains.
530 531	— —	<i>Banda District.</i>	A	Haveraj gangajali	Damaged	—	39 0	Rough, white, gram, rather dirty,
			"	Pisia gangajali	-	—	38 6	Good, white, mixed, gram, rather hard.

832	•	-	-	D	Kathia laltumbia	-	Weevilled	-	58	37	0	Red, long berry, hard.
528	•	-	-	"	Ditto	-	Ditto	-	55½	32	0	Very large berried, rough, hard, red, gram.
527	•	-	-	"	Kathia Shuora	-	-	-	60	26	0	Large berried, hard red, grams, unfit for milling.
740	•	-	-	"	Gangajali	-	-	-				
750	•	-	-	"	Pisi lal kathia	-	-	-				
<i>Caunpore District.</i>												
642	•	-	-	A	Muria	-	Weevilled	-	-	48	0	Very fine, white, stout, heavy, soft.
621	•	-	-	"	Anokha	-	-	-	-	47	0	Fine, white, superior, No. 1, soft.
637	•	-	-	"	Desi	-	-	-	-	46	0	Fine, white, superior, No. 1, large berry.
514	•	-	-	"	Mudia	-	-	-	-	44	6	Fine drop wheat, probably weighs 64 lbs.
520	•	-	-	"	Tamra	-	Much weevilled	-	61	43	6	Small berried, white, better than No. 1.
664	•	-	-	"	Ditto	-	Weevilled	-	-	43	6	White, about No. 1.
695	•	-	-	"	Seta	-	-	-	-	42	0	White, about No. 1.
675	•	-	-	"	Muria	-	Weevilled	-	-	41	6	Good white, but semi-hard.
513	•	-	-	"	Madnaia	-	-	-	-	41	0	Hardish white, mixed, some red.
947	•	-	-	"	Dasee Doodhia	-	Weevilled	-	62	39	0	Mixed with barley.
948	•	-	-	"	Dasee Goojur	-	Ditto	-	58	38	6	Mixed with barley.
949	•	-	-	A	Gunga	-	Ditto	-	55½	37	0	Inferior, mixed with barley.
950	•	-	-	"	Puchan	-	Ditto	-	54½	36	6	Inferior, mixed with pease.
521	•	-	-	"	Anokha	-	Much weevilled	-	-	40	0	Hard, large berried, clean, white.
647	•	-	-	"	Vilaiti	-	-	-	-	40	0	Long berried, hard, part soft.
789	•	-	-	"	Pisia	-	-	-	-	41	0	Fine, red, soft.
522	•	-	-	"	Ditto	-	Much weevilled	-	60½	39	0	Fine, red, large, clean, long berried.
831	•	-	-	"	Kuthia	-	-	-	-	35	0	Inferior, red, long berry, hard, rough.
519	•	-	-	"	Ditto	-	-	-	-	32	6	Very inferior, red, mostly hard, flinty, gram.
515	•	-	-	"	Seta	-	-	-	-			
516	•	-	-	"	Vilayeti	-	-	-	-			
517	•	-	-	"	Manayia	-	-	-	-			
518	•	-	-	"	Disi	-	-	-	-			
<i>Futtehpore District.</i>												
639	•	-	-	A	Pisi awwal	-	Much weevilled	-	-	46	0	Fine, white, large berry.
670	•	-	-	"	Muria	-	-	-	-	45	0	White, superior, No. 1, soft.
669	•	-	-	"	Pisia	-	-	-	-	43	6	White, about No. 1.
751	•	-	-	"	Sitia	-	-	-	-	42	6	White, nearly No. 1.
732	•	-	-	"	Lalia	-	-	-	-	42	0	White, fully No. 2.
455	•	-	-	"	Mundwa	-	Weevilled	-	60½	41	6	Fine, white, nearly mixed white and red.
458	•	-	-	"	Kathia	-	Mixed with barley	-	57	21	0	Very inferior, red, small, gram, barley, linseed, unfit for milling.
830	•	-	-	D	Ditto	-	Weevilled	-	59	37	0	Red, long berry, hard.

Valuation of the Samples of Wheat, &c.—continued.

Valuation Number of Sample.	Number on Sample as received.	Locality.	Description of Sample.		Variation and Report.			
			Color and Hardness.	Name.	Condition.	Weight.	Value.	Remarks.
453	—	Futtehpore District—cont.	—	Pissia	Destroyed by weevil.	60½	s. 43 0 d. 43 0	Fine, small berried, soft, white.
454	—		—	Ditto				
456	—		—	Lalia				
457	—		—	Seta or Gangajali				
374	—	Jounpore District.	A	Daudi	A few weevils	60½	43 0	Fine, small berried, soft, white.
780	—		"	Ditto	Much weevilled	56	43 0	Good white, some red.
780	—		A C	Lalia	"	—	40 0	Good red and white, mixed.
375	—		"	Ditto	Weevilled	62½	38 6	Good mixed, fully No. 2, dirty, with seeds.
466	—	Roy Bareilly Division. Pratabgarh District.	A	Mundwa	"	62½	47 0	Fine, clean, round, white, like Californian.
630	—		"	Setua	"	60	46 6	Fine, white, superior, No. 1.
614	—		"	Mundia	Some weevil	—	46 0	Fine, white, small berry, good colour, superior, No. 1.
469	—		"	Satwa	Much weevil	62½	44 0	Fine, soft, white.
742	—	Roy Bareilly District.	"	Mujua-phul Khaja	"	—	44 0	Fine, white, about No. 1.
468	—		"	Rakasiva	Weevilled	61½	42 6	Good small, white, better than No. 1.
739	—		"	Roksua	"	—	41 6	White, about No. 2.
467	—		—	Mujwa or Phul Khaja	Destroyed by weevil.	—	—	—
685	—	Roy Bareilly District.	A	Setua	"	—	42 6	White, about No. 1.
615	—		"	Mundia	"	—	41 0	White, about No. 2.
761	—		A C	Lalia	Much weevilled	—	37 0	Poor, ordinary, mixed.
331	—		—	Seta	Destroyed by weevil.	—	—	—
332	—	Sultampur District.	—	Lalia		—	—	—
333	—		—	Murwa	"	—	—	—
684	—		A	Dina Shahi	"	—	43 6	Fine, white, about No. 1, soft and hard, mixed.
711	—		"	Samdhara	"	—	43 6	White, about No. 1.

Valuation of the Samples of Wheat, &c.—continued.

Valuation Number of Sample.	Number on Sample as received.	Locality.	Description of Sample.		Condition.	Weight.	Value.	Remarks.
			Colour and Hardness	Name.				
<i>Gonda District.</i>								
767	—	-	A	Daudi	-	—	s. 45 6	White, superior No. 1.
682	—	-	"	Ujra	-	—	44 0	Good, white, about No. 1.
768	—	-	"	Gangajali	-	—	42 6	White, nearly No. 1.
395	—	-	"	Ujra or Satua	-	60	42 0	Fine, soft, white, rather dirty.
393	—	-	A B	Samodwaha	-	62½	39 6	Good, white, mixed, hard.
396	—	-	A	Gangajali	-	61	39 0	Good, white, fully No. 2, mixed with seeds.
394	—	-	B	Daudi	-	63	41 0	Fine, clean, regular, mostly hard, white.
392	—	-	B D	Lalia	-	62	38 0	Good, hard, white, mixed, hard, red.
802	—	-	C	Samodwaha	-	—	39 0	Good, red.
818	—	-	C	Lalia	-	—	39 0	Ordinary, red.
<i>LUCKNOW DIVISION.</i>								
<i>Barabanki District.</i>								
741	—	-	A	Gangajali safed	-	—	44 0	White, about No. 1.
709	—	-	"	Lalia Sagarha	-	—	43 0	Good, white, about No. 1.
782	—	-	"	Muria	Weevilled	—	39 6	Ordinary, white.
710	—	-	A C	Kathia	Ditto	—	39 0	Good, white and red, mixed.
367	—	-	B	Muraa	Ditto	62	41 0	Fine, mixed, hard, white.
755	—	-	D-A	Phul Khaja	-	—	39 0	Good, red, hard, mixed with soft white.
366	—	-	—	Gangajali.	Destroyed by weevil.			
368	—	-	—	Lalia sakraha				
369	—	-	—	Kathia				
370	—	-	—	Dina Sahi				
371	—	-	—	Sita				
372	—	-	—	Bulrampuri	-			
373	—	-	—	Phul Khaja	-			
<i>Lucknow District.</i>								
688	—	-	A	Kathua	-	—	44 0	Fine, white, about No. 1.
683	—	-	"	Sweta	-	—	44 0	Fine, white, fully No. 1, semi-hard.
474	—	-	"	Seta	Much weevilled	60	43 6	Fine, small berried, soft, white.
479	—	-	"	Kathua	-	—	43 6	Good, white, better than No. 1.
748	—	-	"	Gangajali	-	—	43 6	White, about No. 1.

Valuation of the Samples of Wheat, &c.—continued.

Valuation Num-ber of Sample.	Number on Sam-ple as received.	Locality.	Description of Sample.		Name.	Condition.	Weight.	Valuation and Report.		Remarks.
			Colour and Hardness.					Value.		
821	—	Kheri District—cont.	C	Lalua	-	-	—	s. 37 6	d.	Ordinary red, some barley.
820	—		"	Sagarhei	-	-	—	37 0		Ordinary red, some barley.
390	—		D	Sikurha	-	-	—	26 0		Inferior red, very dirty.
387	—		—	Muria	-	Mixed barley and pulse				
388	—		—	Kathua	-	Destroyed by weevil.				
389	—	—	Lalua	-						
350	—	Sitapur District.	A	Mundia	-	-	61	46 0		Fine, white, like Californian.
665	—		"	Muria	-	-	—	46 0		Fine, white, soft, superior No. 1.
349	—		"	Lalia	-	Weevilled	61	43 0		Fine, soft, white.
696	—		"	Ditto	-	-	—	43 0		Good, white, about No. 1.
693	—		"	Setua	-	-	—	43 0		White, about No. 1.
351	—	"	A B	Sathia	-	-	60½	42 0		Good, white, mostly soft, mixed with hard, thin.
472	—	JHANSI DIVISION. Jalaun District.	A B	Pisia, white	-	-	62½	40 0		Good, clean, long berried, white, much mixed with rough, red, hard wheat.
473	—		C	Pisia, red	-	Some weevil	61½	41 6		Fine, large berried, red, good.
814	—		C	Pisi doem	-	-	—	39 0		Good, soft, red, long berry.
824	—		"	Basra	-	-	—	37 6		Long berried, red, hard, some soft.
471	—		"	Bhusra	-	Weevilled	61	34 0		Rough, long berried, mixed, hard, red.
470	—	"	"	Kathia	-	Ditto	60½	32 6		Inferior large berried, red, mostly hard and rough.
649	—	Jhansi District.	B	Bakasia	-	Much weevilled	—	39 0		Long berried.
317	—		"	Baugasia	-	Weevilled	59	38 6		Long berried, hard flinty, like Cubanca.
786	—		"	Pisi	-	Ditto	—	39 6		Red, long berry, soft.
315	—		D	Kathia	-	Ditto	60	34 0		Common, rough, inferior red.
316	—		—	Pissi	-	Destroyed by weevil.				

Valuation of the Samples of Wheat, &c.—continued.

Valuation Number of Sample.	Number on Sample as received.	Locality.	Description of Sample.		Valuation and Report.			
			Colour and Hardness.	Name.	Condition.	Weight.	Value.	Remarks.
498	—	<i>Etawah District—cont.</i>	A	Mundia	Mixed barley and gram	60	s. 37 0	Large berried, good, white, few damaged grains, 42s. if cleaned.
806	—		C	Kathia	-	—	39 6	Good, red, soft, long berry.
501	—		"	Laltambia	-	62½	38 6	Fine, large berried, mixed, mostly red, clean.
811	—		"	"	-	59	37 0	Ordinary red.
499	—		"	Kathia	Weevilled	62½	36 0	Large berried, soft, red, fine, but mixed with small gram.
500	—	<i>Etah District.</i>	—	Samaria	} Destroyed by weevil. Lost.	—	—	—
502	—		—	Sukhdas		—	—	—
734	—		—	Chilkna		—	—	—
430	—		A	Mundia	Few weevils	62	47 0	Fine, soft, clean, white, like Australian.
632	—		"	Sambharia	Weevilled	—	46 0	Fine, white, like Californian.
671	—	<i>Furruckabad District.</i>	"	Ratta	-	—	46 0	White, superior No. 1, soft, like Californian.
431	—		"	Samaria	-	62½	43 0	Fine, soft, clean, white, like Spanish.
434	—		"	Rata	Much weevilled	60½	42 6	Fine, soft, large berried, white.
432	—		A B	Gajar	-	62½	41 6	Fine, soft, white, mixed with hard.
673	—		A	Gajah	Weevilled	—	41 0	White, about No. 2.
433	—		A C	Katha	A few weevils	62	40 0	Good, mixed, mostly hard, about No. 1.
435	—		B	Bhidia	-	61	40 6	Long berried, flinty, hard, like Cubanca.
648	—		"	Bhadia	-	—	40 6	Long berried, good.
771	—		C	Kathia	-	—	39 0	Ordinary red, some white.
661	—		A	Muria	Much weevilled	—	42 6	White, about No. 1.
511	—		"	Mundia	Weevilled	60½	42 0	Good, clean, white.
662	—		"	Sambharia	-	—	41 6	White, about No. 2.
508	—	<i>Furruckabad District.</i>	"	Safeda	-	57	41 0	Good, soft, white, but very thin.
744	—		"	Sambharia	-	—	41 0	Thin, white, about No. 2.
510	—		A C	Gajar	Weevilled	60½	40 0	Long berried, mixed, rather hard.
743	—		"	Ditto	-	—	39 0	Mixed, red and white.
512	—		A	Samaria	Weevilled	55	37 0	Small, thin, shrivelled, white.
506	—		B	Ditto	A little weevilled	60½	41 0	Good, hard, white.

Valuation of the Samples of Wheat, &c.—continued.

Valuation Num-ber of Sample.	Number on Sam-ples as received.	Locality.	Description of Sample.		Condition.	Weight.	Value.	Remarks.
			Colour and Hardness.	Name.				
Bareilly District—cont.								
549	—	—	A	Katha (2)	Weevilled	60½	s. 41 6 d. 6	Fine, white, about No. 1.
536	—	—	"	Mundia (1)	Ditto	61	41 6	Fine, mixed, about No. 1.
746	—	—	AC	Ratua	"	—	41 6	Good, white, thin, about No. 2.
537	—	—	A	Mundia (2)	Weevilled	61	41 0	Good, white, small berried, semi-hard, about No. 1.
745	—	—	"	Gajra	"	—	41 0	Thin, white, about No. 2.
538	—	—	"	Ratua	Very much weevilled	56½	40 0	Fair, white, dirty, imperfectly threshed.
539	—	—	"	Bhambua (1)	Weevilled	60½	40 0	Fair, thin, white, about No. 2.
541	—	—	"	Hansa	Ditto	59½	40 0	Fair, white, semi-hard.
551	—	—	"	Mund panwaria	Ditto	61	40 0	Common, white, partly hard.
544	—	—	"	Gajra	Very much weevilled	56	38 0	Thin, poor, white.
644	—	—	B	Barlamba	"	—	41 0	Long berried, hard, good, white.
550	—	—	"	Pasia	Weevilled	61	41 0	Good, hard, white.
547	—	—	"	Daudkhani	Ditto	59	38 6	Common, rough, hard, white.
548	—	—	"	Katha panwaria	Ditto	60½	38 0	Common, hard, white.
542	—	—	C	Katha (1)	Weevilled	62	39 7	Fine, clean, red, fully equal, No. 2.
809	—	—	"	Ditto	Much weevilled	—	37 0	Good, red.
543	—	—	—	Lalua pahari	Destroyed by weevil.			
545	—	—	—	Samaria (1)				
546	—	—	—	Ditto (2)	Lost.			
765	—	—	—	Muria Surkh				
552	—	—	—	Burlumba	"			
Budaon District.								
697	—	—	A	Bhambua	"	—	46 6	Fine, white, superior No. 1, soft.
698	—	—	"	Muria	"	61	46 6	Fine, white, superior No. 1, soft.
617	—	—	"	Ratua	"	61	46 0	Fine, white, superior to No. 1.
656	—	—	"	Raimunea	"	—	45 0	Fine, white, like pearl barley.
616	—	—	"	Muria ratua	Much weevilled	—	43 6	White, about No. 1.
687	—	—	"	Ratua	"	—	42 6	Good, white, superior No. 2.
723	—	—	"	Muria	Very much weevilled	51	42 0	Good, white, about No. 1.
724	—	—	"	Katfa	Ditto	49	42 0	Good, white, about No. 1.
686	—	—	"	Sambharia	Much weevilled	53	41 6	White, about No. 2.
783	—	—	"	Gajar	"	59	41 6	White, about No. 2.
655	—	—	B	Ratua	"	—	40 6	Long berried, hard.

Valuation of the Samples of Wheat, &c.—continued.

Valuation Num-ber of Sample.	Number on Sam-ple as received.	Locality.	Description of Sample.		Condition.	Weight.	Value.	Remarks.
			Colour and Hardness.	Name.				
<i>Bulandshahr District.</i>								
459	—	—	A	Safed	Sound	63	s. 48 0	Fine, white, like Australian, soft, long berried.
463	—	—	"	Gajar	—	63½	d. 47 0	Fine, white, like Australian, rather harder.
640	—	—	"	Safed	—	—	46 6	Fine, white, like Californian, soft.
465	—	—	"	Mendha	—	62½	46 0	Fine, white, like Californian, clean, regular.
638	—	—	"	Gajar	—	—	46 0	Fine, white, superior No. 1, large berry.
626	—	—	"	Rutta	—	62	45 6	Fine, white, superior No. 1.
462	—	—	"	Ditto	—	63	45 0	Fine, mixed with hard, clean, white, better than No. 1.
657	—	—	"	Munia	—	—	45 0	Fine, white, like pearl barley.
676	—	—	"	Munda	—	—	43 0	Good, white, about No. 1.
460	—	—	"	Munia	Much weevilled	61½	41 6	Small, round, white, like pearl barley.
651	—	—	B	Barha	—	—	42 0	Long berried, hard.
461	—	—	"	Ditto	—	—	40 6	Very long, large, steely, white.
464	—	—	C	Gehun lal	—	62½	42 0	Fine, clean, regular, red, fully No. 1.
812	—	—	"	Lal	—	—	40 0	Fine, red.
<i>Dehra Doon District.</i>								
681	—	—	A	Mihirta	—	—	45 0	Good, white, superior No. 1.
680	—	—	"	Ditto	—	—	44 0	Good, white, about No. 1.
666	—	—	"	Ditto	—	62	43 6	Good, white, about No. 1.
720	—	—	"	Ditto	—	60½	43 0	White, about No. 1.
442	—	—	"	Ditto	—	60½	41 6	Good, small berried, part hard, white, about No. 1.
441	—	—	"	Ditto (5)	—	61	41 0	Good, white, nearly No. 1.
756	—	—	A D	Ditto	—	—	40 6	Good, white, mixed, red, about No. 2.
437	—	—	A	Ditto (1)	—	62	40 0	Good, white, semi-hard, dirty.
439	—	—	"	Ditto (3)	—	61	39 6	Good, white, semi-hard, rather dirty.
440	—	—	"	Ditto (4)	Mixed with barley	58	22 0 to 27 0	Inferior, white, dirty, mixed with barley, unfit for mill-ing.
438	—	—	B	Ditto (2)	Badly cleaned	60	39 0	Fair, hard, white, better than No. 2.
799	—	—	C	Lal gehun	—	—	39 0	Good, red.
825	—	—	"	Kusar	—	—	38 0	Good, red, soft.
798	—	—	"	Lal tondi dar	—	—	37 0	Ordinary, red.
436	—	—	"	Lal ta rider	—	61	37 0	Good, reddish, mixed barley, dingy.
445	—	—	"	Kusal	—	—	36 0	Fair, soft, red, many shrivelled grains, and barley.

Valuation of the Samples of Wheat, &c.—continued.

Valuation Num- ber of Sample.	Number on Sam- ple as received.	Locality.	Description of Sample.		Valuation and Report.			
			Colour and Hardness.	Name.	Condition.	Weight.	Value.	Remarks.
		AJMERE AND MHAIRWARRA.						
595	—	Mhairwarra	B	Katha safed	-	59½	s. 40	Long berried, flinty, white.
592	—	Ditto	C	Kharcha baja	-	64½	d. 42	Long berried, soft, very fine, red.
588	—	Ajmere	"	Baja maigee	Weevilled	61	41	Long berried, soft, fine, red, yellowish.
590	—	Ditto	"	Baja kharcha	Ditto	62	41	Long berried, soft, fine, red.
594	—	Mhairwarra	D	Katha lal	-	60½	37	Long berried, rough, flinty, red.
589	—	"	—	Baja sejwa	} Lost.			
591	—	"	—	Maigee baja				
593	—	"	—	Kath baja				
		PUNJAB.						
		DELHI DIVISION.						
		Delhi District.						
273	—	Sonepal	A	Gundun safed	-	65	48	Fine, white, like Australian.
274	—	Ditto	C	Gundun surkh	Weevilled	60½	40	Fine, red, yellowish.
259	—	Gurgaon District.	C	-	-	64	41	Fine, yellowish, soft, red.
260	—	Kurnool District.	C	Gehun lal	-	53½	31	Inferior, thin, red, much mixed with barley and tares.
268	—	"	—	-	Lost.			
		Hissar DIVISION.						
		Hissar District.						
296	—	"	C	Kerletia	-	61½	39	Good, small berried, red, semi-hard.
299	—	"	—	Kathuiya gehun	Lost.			

427	•	<i>Rohtak District.</i>	Barram land	-	C	Red wheat	-	Weevilled	-	62	41	0	Fine, red, yellowish.
422	•		Canal land	-	"	Ditto	-	Ditto	-	61	39	6	Good, soft, red, few grams and barley.
420	•		Jhappar	-	"	Ditto	-	Ditto	-	60	30	0	Good, red, mixed with barley, unfit for milling.
426	•		Well land	-	"	Ditto	-	Ditto	-	59	30	0	Good, long berried, red, very much mixed with barley, unfit for milling.
428	•		Dahri land	-	"	Ditto	-	Ditto	-	58	28	0	Good, soft, red, half barley, unfit for milling.
429	•	<i>Sirsa District.</i>	Barram land	-	D	Bangra	-	Ditto	-	59½	33	0	Common, red, mixed with gram and barley.
421	•		-	-	-	Red wheat	-	Destroyed by weevil.					
423	•		-	-	-	Daud khani	-						
424	•		-	-	-	White wheat	-						
425	•		-	-	-	Red wheat	-						
267	•		-	-	-	-	-	Lost.	-				
292	•	<i>Sirsa District.</i>	-	-	A	White	-	Weevilled	-	61	45	0	Fine, soft, small berried, white.
291	•		-	-	B	Brown	-	-	-	60½	41	0	Good, hard, small berried, white.
295	•		-	-	C	Nali	-	-	-	61	38	0	Good, soft, small berried, red.
293	•		Dabwali	-	-	Brown	-	-	-	55½	33	0	Common, red, mixed, gram and barley.
294	•		-	-	D	Canal wheat	-	-	-	61½	36	0	Common, semi-hard, small berried, dingy red.
240	•	<i>UMBALLA DIVISION.</i>			<i>Umballa District.</i>	-	-	-	-	62½	40	0	Good, hard, small berried, white.
252	•					-	-	Weevilled	-	61	39	6	Good, soft, small berried, red.
243	•	<i>Loodiana District.</i>	Naraingurh	-	B	-	-	-	-	61	39	0	Good, soft, red, yellowish.
241	•		Manaila	-	C	-	-	Much weevilled	-	58	37	0	Small berried, red, some barley.
239	•		Jagadhree	-	"	-	-	Ditto	-				
242	•		Hurnaal	-	"	-	-	Destroyed by weevil.					
238	•		Jehsulpulee	-	-	-	-						
244	•	<i>Loodiana District.</i>	-	-	C	-	-	Little weevilled	-	61	38	6	Good, red, hardish.
258	•		-	-	"	Red	-	Weevilled	-	60	38	0	Good, small berried, red.
257	•	<i>Simla District.</i>	Barowli	-	A	White	-	-	-	61½	44	0	Fine, small, regular berry, soft.
222	•		Ditto	-	C	Red	-	-	-	60½	39	0	Good, red, semi-hard, small berry.

Valuation of the Samples of Wheat, &c.—continued.

Valuation Num-ber of Sample.	Number on Sam-ple as received.	Locality.	Description of Sample.		Valuation and Report.			
			Colour and Hardness.	Name.	Condition.	Weight.	Value.	Remarks.
247	—	JULLUNDUR DIVISION.						
251	—	Hoshiarpur District.						
245	—	Unal tehsel	A	Daudkhani	Weevilled	62½	s. 44	Fine, white, about half hard.
246	—	"	C	Lal kanak	Much weevilled	60	d. 40	Very fine, soft, small berried, red, yellow.
248	—	"	—	Berra	} Destroyed by weevil.			
248	—	"	—	Daud khani				
250	—	"	—	Ditto				
264	—	Jullundur District.						
264	—	"	B	Kathee	Much weevilled	56½	33 0	Thin, hard, white, much mixed with barley, requires cleaning.
256	—	Kangra District.						
263	—	"	A	"	Weevilled	59	41 0	Good, white, but dirty.
253	—	"	"	Kunku	"	62½	41 0	Good, white, small berried, semi-hard.
	—	"	"	Rungri	Weevilled	56	36 0	Inferior, dirty, thin, small berried, white.
276	—	UMRITSUR DIVISION.						
277	—	Umritsur District.						
278	—	"	—	Vadanak	} Destroyed by weevil.			
279	—	"	—	Lal				
	—	"	—	Gaddar				
	—	"	—	Safaid				
227	—	Gurdaspur District.						
	—	Chahia	C	Lal kanak	"	53	30 0 and 32 0	Common, red, mixed with barley and gram, unfit for milling.

Valuation of the Samples of Wheat, &c.—*continued.*

Valuation Number of Sample.	Number of Sample as received.	Locality.	Description of Sample.		Valuation and Report.			
			Colour and Hardness.	Name.	Condition.	Weight.	Value.	Remarks.
		RAWULPINDEE DIVISION.						
		<i>Gujerat District.</i>						
283	—	Mukiana	A	Dagar	Mixed with oilseeds	57½	s. 38 0	Thin, long berried, white, dirty.
285	—	Hurbuspur	D	Nikki	-	53	d. 35 6	Thin, inferior, long berried, hard, red.
284	—		—	Jawagul	Destroyed by weevil.			
		<i>Jhelum District.</i>						
272	—		C	Red	-	61½	41 0	Fine, small berried, red, yellowish.
		<i>Rawulpindee District.</i>						
266	—		—	Red	Lost.			
		<i>Shahpur District.</i>						
410	—		C	Rati	Few weevils	61	41 0	Fine, large berried, red, mixed with barley.
408	—		"	Ditto	Much weevils	59	37 0	Fine, soft, red, yellowish, mixed with barley, like Polish.
404	—		—	Dagar	Destroyed by weevil.			
405	—		—	Ditto				
406	—		—	Radi				
407	—		—	Soon kanak				
409	—		—	Rati				
		PESHAWUR DIVISION.						
		<i>Hazara District.</i>						
275	—	Haripur	—	Red	Lost.			
		<i>Kohat District.</i>						
287	—	Namilzai	A	Kulangi	Weevilled	57½	42 0	Long berried, soft, rough, white.
288	—		"	Ditto	-	56½	40 0	Long berried, white, semi-hard.
289	—		C	Mirgandi Sindi	Weevilled	56½	37 0	Common, soft, dingy red.

Valuation of the Samples of Wheat, &c.—continued.

Valuation Num-ber of Sample.	Number on Sam-ple as received.	Locality.	Description of Sample.		Condition.	Weight.	Valuation and Report.		Remarks.
			Colour and Hardness.	Name.			Value.	Value.	
Hyderabad District—cont.									
1110	91	Naushahro	A	Shori	Weevilled	56	s. 41 0	d. 0	Small berried, white.
1121	102	Hyderabad	"	Khudna	Ditto	54	37 0	0	Mixed.
1100	81	Kandiero tal	B	Gaj	Ditto	61	39 0	0	Large berried, hard.
1102	83	Ditto	"	Shori	Ditto	54	39 0	0	Small, hard.
1099	80	Ditto	"	Kahani (bearded)	Ditto	61	38 6	6	Good, hard, white.
1107	88	Moro taluk	C	Pamban	Ditto	58	39 6	6	Fine, soft, red.
1101	82	Kandiero tal	—	—	A little weevilled				
1103	84	Ditto	—	—	Destroyed by weevil.				
1105	86	Moro tal	—	—					
1106	87	Ditto	—	—					
1108	89	Ditto	—	—					
1109	90	Naushahro	—	—					
1112	93	Ditto	—	—					
1113	94	Ditto	—	—					
1114	95	Hala	—	—					
1115	96	Jaude	—	—					
1116	97	Ditto	—	—					
1117	98	Ditto	—	Garhi					
1118	99	Ditto	—	Pamban					
1120	101	Ditto	—	Ghari					
1122	103	Hyderabad	—	Karir					
Kurrachee District.									
1129	110	Selwan division	A	—	Much weevilled	56½	41 0	0	Fine, white.
1136	117	Ditto	"	—	Weevilled	55	41 0	0	Good, small berried, soft, white.
1133	114	Ditto	"	Popri, 1st sort	Ditto	52	40 6	6	Fine, soft, white.
1134	115	Ditto	"	Popri, 2nd sort	Ditto	52	40 6	6	Fine, soft, white, small berried.
1130	111	Ditto	"	Shori, 1st sort	Ditto	54½	40 0	0	Good, small, white.
1138	119	Ditto	"	Gauji	Ditto	53	38 6	6	Thin, white.
1128	109	Ditto	"	—	Ditto	52½	38 0	0	Small, white.
1132	113	Ditto	B	Kahnua, 1st sort	Ditto	55	36 6	6	Hard.
1135	116	Ditto	"	Kahnua gaujo	Ditto	55	36 0	0	Hard, thin, white
1139	120	—	C	Pamban, 1st sort	Ditto	52	36 0	0	Soft, red.

Valuation of the Samples of Wheat, &c.—continued.

Valuation Number of Sample.	Number on Sample as received.	Locality.	Description of Sample.		Valuation and Report.			
			Colour and Hardness.	Name.	Condition.	Weight.	Value.	Remarks.
		<i>Upper Sind Frontier—cont.</i>						
1069	50	-	A C	Kaisri	Little weevilled	61	s. 40 0	Good, mixed, little barley.
1063	44	-	"	Red -	Ditto	58½	39 6	Mixed.
1040	21	-	"	Kaisri garhi	Ditto	58	39 0	Mixed.
1047	28	-	"	Shir (red)	Ditto	55½	39 0	Mixed.
1051	32	-	A	Kaisri jawati	Ditto	62	38 6	Mixed with barley.
1053	34	-	A C	Garhi sanhi	Ditto	56½	38 6	Mixed, good.
1054	35	-	"	Jawali	Ditto	56½	38 6	Mixed, good.
1056	37	-	A C	Gaj kaisri	Ditto	52½	38 0	Mixed with barley.
1071	52	-	"	-	Ditto	57½	38 0	Mixed.
1024	5	-	"	Garhi shori shuli	Ditto	56½	37 6	Mixed.
1023	4	-	"	Achi shori	Much weevilled	55½	37 0	Good, white.
1049	30	-	"	Jawali	Ditto	54½	37 0	Mixed with barley.
1058	39	-	"	Garhi sanhi	Ditto	57	37 0	Mixed with barley.
1041	22	-	"	Kaisri garhi	Weevilled	53	36 0	Mixed with barley.
1045	26	-	"	Shori jawali	Ditto	56	36 0	Mixed with barley.
1020	1	-	"	Sanhi garhi jawali	Lost.			
1021	2	-	"	Ditto				
1022	3	-	"	Sanhi shori				
1025	6	-	"	Garhi shori				
1026	7	-	"	Bhuri shori				
1027	8	-	"	Gaj shori jawali				
1028	9	-	"	Khudain				
1029	10	-	"	Shori achi				
1030	11	-	"	Red, mixed				
1031	12	-	"	Achi shori				
1032	13	-	"	Shori				
1033	14	-	"	Shori saf shuli				
1034	15	-	"	Shori				
1035	16	-	"	Red jawali				
1036	17	-	"	Ditto				
1037	18	-	"	Shori garhi				
1038	19	-	"	Shori or bald				
1039	20	-	"	Shori jawali				
1042	23	-	"	Jawali				
1043	24	-	"	Ditto				
1044	25	-	"	Saf shori jawali				
					Destroyed by weevil.			

Valuation of the Samples of Wheat, &c.—continued.

Valuation Num-ber of Sample.	Number on Sam-ple as received.	Locality.	Description of Sample.		Valuation and Report.			
			Colour and Hardness.	Name.	Condition.	Weight.	Value.	Remarks.
<i>Districts of the Blownuggur State—cont.</i>								
8	—	Umrula	D	Chasia	-	58½	s. 33	Long berried, red, flinty.
21	—	Gadhada	"	Katha	-	57½	6 38	Long berried, red, flinty.
24	—	Umrula	"	Ditto	-	58	6 38	Long berried, red, thin, hard.
10	—	Jalaja	"	Patalia	-	58	0 38	Long berried, red, flinty.
28	—	-	—	-	} Destroyed by weevil.	-	-	-
29	—	-	—	-		-	-	-
NORTHERN DIVISION.								
<i>Ahmedabad District.</i>								
869	—	-	B A	Chasia katha	-	59	40 0	White, long berried, mixed, hard and soft.
868	—	-	D	Ditto	-	54	6 35	Red, long berried, hard, yellowish.
870	—	-	—	Wadina	-	-	-	-
<i>Broach District.</i>								
214	—	Wagra taluk	A	Pota	-	57	42 6	Long berried, white, like Spanish.
220	—	Ankleswar	"	Potia	-	58	41 0	Long berried, soft, white, like Spanish.
218	—	Ditto	A B	Katha	-	57½	0 41	Long berried, white, about semi-hard.
217	—	Wagra taluk	B	Hansia	-	55	0 40	Long, white.
221	—	Jambusar	"	Ditto	-	58	40 0	Hard, flinty, white.
219	—	Ankleswar	"	Ditto	-	58	39 6	Long-berried, flinty, white.
215	—	Wagra taluk	"	Katha	-	59	38 6	Long-berried, flinty, white.
5	—	-	"	-	-	57½	6 38	Long-berried, flinty, white, earthy.
216	—	Wagra taluk	D	Jira	-	53	0 36	Long-berried, rough, red.
4	—	-	—	-	Much weevilled - Destroyed by weevil.	-	-	-
<i>Kaira District.</i>								
1008	—	Radoo taluk	D	Doodkhani	-	54½	36 0	Hard.
1007	—	-	—	Katha	} Badly weevilled - Destroyed by weevil.	-	-	-
1009	—	-	—	Wajia		-	-	-
1010	—	-	—	Katha		-	-	-

Khandesh District.											
41	D	Amalner taluk	-	A	-	-	-	62½	43	0	Good, clean, regular, white.
580	G	Bhadgaon	-	B	-	-	-	61	42	6	Fine, stout, long berried, hard, white.
605	K 2	Nasirabad	-	"	-	-	-	62½	42	6	Long berried, flinty, white, fine.
607	L 2	Jamner	-	"	-	-	-	58½	40	0	Long berried, flinty, white, fine.
48	F 1	Nandurbar tal	-	"	-	-	-	59	40	0	Good, long berried, flinty, white, fine.
51	F 4	Ditto	-	"	-	-	-	59	40	0	Good, long berried, flinty, white, fine.
941	R	Taluk Dhulea	-	"	-	-	-	60	40	0	Small, semi-hard, white.
943	T	-	-	"	-	-	-	61½	40	0	Fine, hard, white.
39	D 1	Amalner taluk	-	"	-	-	-	58	39	6	Long berried, hard, flinty, good, white.
47	E 2	Taloda	-	"	-	-	-	59	39	6	Long berried, hard, white.
50	F 3	Nandurbar taluk	-	"	-	-	-	60½	39	6	Long berried, flinty, white, good.
599	I 2	Sanda	-	"	-	-	-	60½	39	6	Long berried, flinty, rough, mixed.
612	N 2	Edalabad	-	"	-	-	-	61	39	0	Long berried, flinty, fine, white.
46	E 1	Taloda tal	-	"	-	-	-	59	39	0	Long berried, flinty, white, earthy.
35	C 1	Shahadu tal	-	"	-	-	-	57½	38	6	Long berried, flinty, white.
42	D 4	Amalner tal	-	"	-	-	-	59	38	6	Long berried, hard, mixed white and red.
942	S	Tal Dhulea	-	"	-	-	-	60	38	6	Hard, mixed.
34	B 2	Pachora tal	-	"	-	-	-	58½	38	0	Long berried, flinty, mostly white.
49	F 2	Nandurbar tal	-	"	-	-	-	57	38	0	Good, flinty, white, earthy.
602	F 2	Yawal tal	-	"	-	-	-	60	37	6	Long berried, mixed, mostly hard.
946	P	Kirdel tal	-	"	-	-	-	58½	37	0	Hard, mixed.
945	O 2	Sirpur tal	-	"	-	-	-	56	35	0	Rough, hard.
209	F 6	Pimpalner tal	-	"	-	-	-	61	38	6	Long berried, red, mixed, hard and soft.
208	F 5	Ditto	-	"	-	-	-	57½	38	0	Long berried, red, flinty, good.
598	I 1	Sanda	-	"	-	-	-	62	37	6	Long berried, rough, flinty
610	M 3	Bhusawal	-	"	-	-	-	62	37	6	Long berried, rough, flinty, good, red.
600	I 3	Sanda	-	"	-	-	-	58½	37	0	Long berried, flinty.
601	J 1	Yawal	-	"	-	-	-	61	37	0	Long berried, flinty, good, mixed.
604	K 1	Nasirabad	-	"	-	-	-	61	37	0	Long berried, flinty, rough.
33	B 1	Pachora taluk	-	"	-	-	-	57	37	0	Long berried, flinty, mostly red.
603	J 3	Yawal	-	"	-	-	-	61	35	0	Long berried, flinty, rough.
940	Q	Taluk Dhulia	-	"	-	-	-	56	35	0	Dark, thin, red.
597	H 2	Chupra tal	-	"	-	-	-	-	34	0	Long berried, flinty, rough.
31	A 1	Erandol tal	-	"	-	-	-	-	-	-	-
32	A 2	Ditto	-	"	-	-	-	-	-	-	-
36	C 2	Shahada tal	-	"	-	-	-	-	-	-	-
40	D 2	Amalner tal	-	"	-	-	-	-	-	-	-
596	H 1	Chupra tal	-	"	-	-	-	-	-	-	-
606	L 1	Jamner tal	-	"	-	-	-	-	-	-	-
608	M 1	Bhusawal	-	"	-	-	-	-	-	-	-
609	M 2	Ditto	-	"	-	-	-	-	-	-	-
611	N 1	Edalabad	-	"	-	-	-	-	-	-	-
944	O 1	Taluka sirpur	-	"	-	-	-	-	-	-	-
Some weevil Ditto Weevilled - - Pievele Pote Pievele Bansi - - Weevilled - - Weevilled Ditto - - Lal Kate - - Kate Bansi Berad Bansi - Nun Bansi Bansi Kati Bansi Kate - Nun Bansi Lal Pote Kate - - - Bansi Kate Bansi Ditto Lal Pote Destroyed by weevil.											

Valuation of the Samples of Wheat, &c.—continued.

Valuation Number of Sample.	Locality.	Description of Sample.		Valuation and Report.			
		Colour and Hardness.	Name.	Condition.	Weight.	Value.	Remarks.
	<i>Nassick District.</i>					<i>s.</i> <i>d.</i>	
999	-	B	Banshi, yellow	Weevilled	57	40 0	Very fine, hard, white.
1003	-	"	Kate Pote	Ditto	61	40 0	Very hard, dark white.
1005	-	"	Pote, yellow	Ditto	63	40 0	Fine, hard, white.
1000	-	"	Banshi, red	Much weevilled	61	39 6	Fine, hard, white.
1004	-	D	Khuple	Weevilled	54½	36 0	Thin, hard, red, little husky.
1001	-	—	Dawood Khani	Destroyed by weevil.			
1002	-	—	Kate, red				
1006	-	—	Pote, red and yellow				
	<i>Punch Mehals.</i>						
1011	-	B	Daudkhani	Little weevilled	62	42 0	Very fine, large berried, hard, white.
1013	-	"	Katha malvi	-	61	40 6	Good, hard, white.
1014	-	"	Ganadrov (1)	-	58	40 0	Hard, white, good colour.
1016	-	"	Ditto (3)	Badly weevilled	59	39 6	Very good, hard, white.
1015	-	"	Ditto (2)	Ditto	58½	38 0	Good, hard, white.
1018	-	"	Katha (2)	Ditto	58	37 6	Hard.
1012	-	—	Daud khani (2)	Destroyed by weevil.			
1017	-	—	Katha (1)				
1019	-	—	Wajia				
	<i>Surat District.</i>						
962	Taluka Bardki	—	Pota	Destroyed by weevil.			
963	Taluka Olpar	—	Hansia				
964	Ditto	—	Katha				
	<i>Thana District.</i>						
43	-	B	-	-	59	40 0	Good, round berried, white, flinty.
44	-	"	-	-	57	38 6	Thin, long berried, white, flinty.
45	-	C	-	-	61	38 0	Good, large berried, red, yellowish.

986	•	-	-	-	-	-	-	-	-	-	59½	36 0	Hard, red, dirty.
987	-	-	-	-	-	-	-	-	-	-	57½	36 0	Hard, red, thin, husky.
990	-	-	-	-	-	-	-	-	-	-	58½	36 0	Hard, red, thin.
995	-	-	-	-	-	-	-	-	-	-	57½	36 0	Hard, red, dirty.
997	-	-	-	-	-	-	-	-	-	-	55½	36 0	Hard, red, thin, husky.
988	-	-	-	-	-	-	-	-	-	-	58	35 0	Thin, red, husky.
<i>Sholapur District.</i>													
959	-	-	-	-	-	-	-	-	-	-	61	37 6	Hard.
960	-	-	-	-	-	-	-	-	-	-	54	34 0	Thin, hard, red, little husky
CENTRAL PROVINCES.													
NERBUDDA DIVISION.													
<i>Baitul District.</i>													
181	1	-	-	-	-	-	-	-	-	-	63	46 0	Fine, soft, white, like Californian, but few red grains.
182	2	-	-	-	-	-	-	-	-	-	63½	40 0	Large berried, white, mostly hard.
183	3	-	-	-	-	-	-	-	-	-	62½	38 6	Long berried, mixed soft and red.
184	4	-	-	-	-	-	-	-	-	-	62½	37 6	Long berried, mixed hard and soft, white.
<i>Chindwarra District.</i>													
568	1	Linga	-	-	-	-	-	-	-	-	Destroyed by weevil.		
569	2	Kamarpuni	-	-	-	-	-	-	-	-			
570	3	Sonekhar-	-	-	-	-	-	-	-	-			
<i>Hoshangabad District.</i>													
579	3	-	-	-	-	-	-	-	-	-	-	48 0	If not weevilled. Beautiful sample.
575	1	-	-	-	-	-	-	-	-	-	-	48 0	Very fine, white, like Australian, soft.
576	2	-	-	-	-	-	-	-	-	-	-	-	Destroyed by weevil.
577	3	-	-	-	-	-	-	-	-	-	-	-	
578	4	-	-	-	-	-	-	-	-	-	-	-	
<i>Nimar District.</i>													
193	1	-	-	-	-	-	-	-	-	-	-	41 0	Long berried, stout, white.
194	2	-	-	-	-	-	-	-	-	-	-	40 6	Long berried, hard, red, yellowish.
195	3	-	-	-	-	-	-	-	-	-	-	37 6	Long berried, flinty, red.

Valuation of the Samples of Wheat, &c.—continued.

Valuation Num-ber of Sample.	Number on Sam-ple as received.	Locality.	Description of Sample.		Condition.	Weight.	Valuation and Report.		Remarks
			Colour and Hardness.	Name.			Value.	s. d.	
199	1	Nursingpore District.	A	Pissi	-	62	42	0	Fine, large berried, white, mixed, hard, red.
200	2		D	Kathia	-	62	36	6	Rough, long berried, red.
JUBBULPORE DIVISION.									
Damoh District.									
201e	e	-	AC	Doosra	-	64	39	6	Good, mixed, hard, white and red, some gram.
201d	d	-	AD	Pissi	-	60	38	0	Long berried, red and white, hard and soft.
201c	c	-	BD	Jalalia	-	60½	37	6	Long berried, hard, mixed.
201a	a	-	D	Hansia	-	62	37	6	Long berried, flinty, red.
201b	b	-	"	Kateea	-	61	37	6	Long berried, flinty, red.
Jubbulpore District.									
571	1	-	-	Mundi	Destroyed by weevil.				
572	2	-	-	Kathia					
573	3	-	-	Jalalia					
574	4	-	-	Pinjara					
Mandla District.									
171	3	-	A	Pissi Sookrawali	-	60½	46	6	Fine, small berried, white, like Californian.
170	2	-	"	Pissi moondi	-	56	41	0	Good, thin, white.
172	4	-	"	Jalalia (1)	-	58½	40	6	Good, soft, white, few damaged grains.
174	6	-	C	Bangasia	-	57	38	6	Long berried, red, soft.
175	7	-	"	Katia	-	59	38	6	Long berried, red, soft.
173	5	-	"	Jalalia (2)	-	55	37	6	Long berried, red, soft, rough.
169	1	-	-	Pissi lal	Weeviled Destroyed by weevil.				
Saugor District.									
165	2	-	A	Pissi	-	62½	46	0	Fine, clean, long berried, white.
164	7	-	B	Hansia	-	62½	40	6	Long berried, fine, flinty, white.
167	4	-	"	Jalalia	-	61	40	0	Long berried, flinty, white.
166	3	-	D	Kathia	-	62	37	6	Long berried, flinty, red.

189	5	Seoni District.	A	Mundi	-	-	-	64	47	0	Fine, clean, white, like Californian.
188	4	-	"	Pissi	-	-	-	59½	45	6	Fine, soft, white, few reddish.
187	3	-	"	Jalalia	-	-	-	58½	41	6	Good, long, soft, white.
186	2	-	C	Kathia	-	-	-	60½	38	6	Long berried, soft, red.
185	1	-	"	Bungasia	-	-	-	59½	38	6	Long berried, red and soft.
CHUTTEESGURH DIVISION.											
Bilaspur District.											
567	3	-	C	Kathia	-	-	-	60	41	6	Fine, clean, small berried, soft, red.
566	2	-	"	Red Pissi	-	-	-	63	41	0	Fine, clean, small berried, soft, red.
565	1	-	"	White Pissi	-	-	Few weevils	61	39	0	Good, soft, dingy red.
Raipore District.											
563	2	Sunga	C	Red Pissi	-	-	Weevilled	61	39	0	Fine, stout, soft, red, few damaged grains.
564	3	Ditto	"	Red Katia	-	-	Ditto	60½	39	0	Long berried, soft, red.
562	1	-	-	White Pisia	-	-	Destroyed by weevil.				
NAGPORE DIVISION.											
Balaghat District.											
192	3	-	A	Bansi	-	-	-	62	43	0	Fine, clean, large berried, white.
190	1	-	B	Pissi	-	-	-	62	40	0	Good, hard, clean, white.
191	2	-	D	Kathia	-	-	-	61½	37	0	Long berried, almost hard.
Bhandara District.											
553	1	-	-	Pisi	-	-	Destroyed by weevil.				
554	2	-	-	Kathi	-	-					
555	3	-	-	Havra	-	-					
556	4	-	-	Bansi	-	-					
Chanda District.											
178	3	-	C	Mal Katteh	-	-	-	60	38	6	Long berried, hardish, red.
180	5	-	"	Mal havali	-	-	-	60	38	6	Long berried, soft, red.
176	1	-	D	Katteh	-	-	-	61½	37	6	Long berried, flinty, red.
177	2	-	"	Katteh lal	-	-	-	-	37	6	Long berried, hard, flinty, thin, red.
179	4	-	"	Bansi	-	-	-	61	37	0	Long berried, hard, red.

Valuation of the Samples of Wheat, &c.—continued.

Valuation Num-ber of Sample.	Number on Sam-ple as received.	Locality.	Description of Sample.		Condition.	Weight.	Valuation and Report. -		Remarks.
			Colour and Hardness.	Name.			Value.		
		<i>Nagpore District.</i>							
198	3	-	A B	Chawal kathi	-	61	s. 38	d. 6	Long berried, soft, mixed, hard, flinty.
197	2	-	B	Botka	-	61	40	6	Long berried, fine, hard, thin, white.
196	1	-	"	Havra	-	58½	39	0	Long berried, hard, white.
		<i>Wardha District.</i>							
561	5	Hurghenghat	D	Sousalya	-	62	37	6	Long berried, hard, flinty, red.
557	1	-	-	Kathya	-				
558	2	-	-	Havara	-				
559	3	-	-	Bhokra	-				
560	4	-	-	Lal Pissi	-				
		<i>Upper Godavery District.</i>							
168	1	-	D	Kathi	-	60	37	0	Long berried, hard, red.
		<i>BERAR.</i>							
		<i>- EAST BERAR.</i>							
		<i>Oomraottee District.</i>							
879	-	Hartala	B	Bansi	-	61	41	6	Long berried, white, hard, thin.
881	-	Hatoornah	"	Ditto	-	56	40	0	Large berried, white, hard, good.
873	-	Chandur	"	Chaoul katee	-	61	40	0	Long berried, white, hard, greyish, good.
874	-	Ditto	"	Bunsee gahun	-	60	40	0	Long berried, white, hard, good.
875	-	Bulgaon	"	Katiah gahun	-	60	39	6	Long berried, white, hard, grey.
871	-	Bhatkooli	"	Bunsee gahun	-	60	38	0	Long berried, white, hard.
876	-	Murhzapur	"	Ditto	-	58	38	0	Long berried, white, hard, grey.
877	-	Bulgaon	"	Katiah	-	59½	38	0	Long berried, hard.
884	-	Murtizapur	"	Ditto	-	61	38	0	Long berried, hard, white, dirty.
882	-	Chandur	"	Katiah gahun	-	60	37	6	Long berried, hard, red, good.
883	-	Morsi	"	Ditto	-	59	37	0	Long berried, hard, red, good.

880	Bulgaon	-	-	-	-	-	-	-	-	-	-	61	37	0	Long berried, hard, red, good.
878	Chandur	-	-	-	-	-	-	-	-	-	-	58	36	0	Long berried, hard, red, thin.
872	Bulgaon	-	-	-	-	-	-	-	-	-	Lost.				
<i>Ellichpur District.</i>															
923	Durriapur	-	-	-	-	-	-	-	-	-	-	60½	41	0	White, long berried, hard.
918	Ellichpur	-	-	-	-	-	-	-	-	-	-	60	40	6	White, long berried, hard.
921	Mailghat	-	-	-	-	-	-	-	-	-	Mixed rape seed	62½	40	0	White, long berried, hard, some earth.
920	Ditto	-	-	-	-	-	-	-	-	-	Ditto	60½	39	0	Long berried, mixed hard and soft.
919	Ellichpur	-	-	-	-	-	-	-	-	-	-	60½	38	0	Red, long berried, hard.
922	Mailghat	-	-	-	-	-	-	-	-	-	Weevilled	60½	37	0	Red, long berried, hard.
924	Durriapur	-	-	-	-	-	-	-	-	-	-	59½	37	0	Red, long berried, hard.
<i>Woon District.</i>															
925	Punner	-	-	-	-	-	-	-	-	-	Weevilled	60	40	0	Long berried, hard.
926	Dabat	-	-	-	-	-	-	-	-	-	Much weevilled	57	40	0	Long berried, hard, white.
927	Burrad	-	-	-	-	-	-	-	-	-	Ditto	59	40	0	Long berried, hard, white.
928	Nandura	-	-	-	-	-	-	-	-	-	Ditto	56½	36	0	Long berried, hard, red.
<i>WEST BERAR.</i>															
<i>Akola District.</i>															
894	Akote	-	-	-	-	-	-	-	-	-	-	61	41	6	Long berried, white, hard, good.
891	Ballapur	-	-	-	-	-	-	-	-	-	Weevilled	60	41	0	Long berried, white, hard.
892	Jalgaon	-	-	-	-	-	-	-	-	-	Some weevils	58	40	0	Long berried, white, hard, ricey.
897	Akola	-	-	-	-	-	-	-	-	-	-	61	39	6	Long berried, white, hard, good but earthy.
885	Khangaon	-	-	-	-	-	-	-	-	-	-	60	39	0	Long berried, white, hard, grey.
886	Akola	-	-	-	-	-	-	-	-	-	Weevilled and dirty	60	38	6	Long berried, white, hard, grey.
887	Khangaon	-	-	-	-	-	-	-	-	-	Much weevilled	55	38	0	Long berried, white, hard, fair quality.
889	Ditto	-	-	-	-	-	-	-	-	-	Weevilled	59	38	0	Long berried, hard.
898	Jalgaon	-	-	-	-	-	-	-	-	-	Much weevilled	57½	38	0	Long berried, hard.
895	Ditto	-	-	-	-	-	-	-	-	-	Weevilled	58	39	0	Small berried, red, soft, good.
888	Ditto	-	-	-	-	-	-	-	-	-	-	60	37	6	Long berried, red, hard, grey.
893	Akote	-	-	-	-	-	-	-	-	-	-	60	37	6	Long berried, red, hard, grey.
890	Akola	-	-	-	-	-	-	-	-	-	Weevilled	59	37	0	Long berried, red, hard.
896	Ditto	-	-	-	-	-	-	-	-	-	-	59	37	0	Long berried, red, hard, grey.
<i>Buldana District.</i>															
908	Sarangpur	-	-	-	-	-	-	-	-	-	-	61	41	0	Long berried, white, hard.
914	Waghapur	-	-	-	-	-	-	-	-	-	-	60	41	0	Long berried, white, hard.
912	Gungakhod	-	-	-	-	-	-	-	-	-	-	61	40	6	Long berried, white, hard.
916	Ganapur	-	-	-	-	-	-	-	-	-	Few weevils	61½	40	0	Long berried, red, good, soft, earthy.

Valuation of the Samples of Wheat, &c.—continued.

Valuation Num-ber of Sample.	Number on Sam-ple as received.	Locality.	Description of Sample.		Valuation and Report.				
			Colour and Hardness.	Name.	Condition.	Weight.	Value.	Remarks.	
<i>Buldana District—cont.</i>									
909	—	Wadhoda	D	Bansi	-	58	s. 37 0	Long berried, red, hard.	
911	—	Sarangpur	"	Kathe	-	59	37 0	Long berried, red, hard.	
917	—	Mugsari	"	Ditto	-	60	37 0	Long berried, red and white, hard.	
907	—	Harsode	"	Ditto	-	55½	36 6	Long berried, red, hard.	
910	—	Waghapur	"	Bansi	} Destroyed by weevil.				
913	—	Meuria	—	Pote					
915	—	Dattala	—	Ditto					
<i>Bassim District.</i>									
900	—	Wakua	B	Bukshi	-	60	40 0	White, long berried, hard.	
901	—	Rissode	"	Ditto	-	59	39 6	White, long berried, hard.	
905	—	Sirpoor	"	Khattai	-	60	39 6	White, mostly hard.	
906	—	Ditto	C	Caodee	-	61	41 0	Red, good, soft.	
904	—	Rissode	"	Botkai	-	62	40 0	Red, long berried, soft, good, some earth.	
903	—	Ditto	"	Khattai	-	60	39 0	Red, long berried, semi-hard.	
902	—	Omerkheir	"	Sawali	-	60	38 0	Red, long berried, semi-hard.	
899	—	Rissode	C'D	-	-	62	37 6	Red, long berried, mixed hard and soft.	
MADRAS PRESIDENCY.									
<i>Bellary District.</i>									
842	—	Aloor Taluq	D	Java godama	Few weevils	60	37 0	Red, long berry, hard.	
840	—	Gooty Taluq	"	Salaku godama	Weevilled	58	36 6	Red, long berry, hard.	
843	—	Todputy Taluq	"	Budda godama	-	59	36 6	Red, long berry, hard.	
839	—	Aloor Taluq	"	Java godama	Badly weevilled	50	36 0	Red, long berry, spindley.	
841	—	Adoni Taluq	"	Potta godama	Much weevilled	—	35 0	Red, long berry.	
961	—	Harpunhully Taluq	"	Java godhi	-	56	35 0	Thin, red, rather hard.	
838	—	Gooty Taluq	—	Budda godama	Lost.				
844	—	Dharnasagur Taluq	—	Java godama	} Destroyed by weevil.				
929	—	Kutliggi Taluq	—	Jave godama					
930	—	Ditto	—	Ditto					
931	—	Huvenhadgalli	—	-	Broken and chaffy.				

852	<i>Coimbatore District.</i>	Oodumulpetteh	-	D	Pottay godama	-	Musty	-	55	35	6	Red, small berry, hard clean, ricey.
855	-	Collegal	-	"	Javy godama	-	Much weevilled	-	54	35	6	Red, long berry, hard, thin.
854	-	Ditto	-	"	Hodday godama	-	Weevilled	-	54	34	0	Red, long berry, inferior.
853	-	Pulladum	-	-	-	-	Not threshed.	-	-	-	-	-
851	-	-	-	-	Samba godama	-	Not husked	-	-	-	-	A kind of spelt, no value.
837	<i>Cuddapah District.</i>	-	-	D	Paramaty gothamalu	-	Weevilled	-	59	37	0	Red, hard, small berry, dingy.
835	-	Pulwendula	-	"	Budda gothamalu	-	Ditto	-	58	36	6	Red, hard, large berry.
836	-	Kadiry	-	"	Java gothamalu	-	Ditto	-	52	36	6	Red, hard, spindley, chaffy.
847	<i>Kurnool District.</i>	Rajupalam	-	D	-	-	-	-	58	37	6	Red, long berry, hard.
850	-	Kankanooroo	-	"	-	-	Weevilled	-	58	37	6	Red, long berry, hard, good.
848	-	Mundlapad	-	"	-	-	Ditto	-	56	37	0	Red, long berry, hard.
849	-	Sivayaram	-	"	-	-	-	-	57½	36	6	Red, long berry, hard.
846	-	Billalapuram	-	"	-	-	Weevilled	-	56	34	6	Red, long berry, hard, inferior, thin, dirty.
845	-	Allur	-	-	-	-	Lost.	-	-	-	-	-
834	<i>Kistna District.</i>	Narsarowpeta	-	D	-	-	Much weevilled	-	59	35	6	Red, hard, dirty.
833	-	Nuzannul division	-	-	-	-	Lost.	-	-	-	-	-
856	<i>Nilgherry District.</i>	Ootacamund	-	-	-	-	Not husked	-	-	-	-	A kind of spelt, no value.
857	<i>Tinnevely District.</i>	Idakal tenkasi	-	-	-	-	Not husked	-	-	-	-	A kind of spelt, no value.
864	<i>MYSORE.</i>	Betmangala	-	D	Hotte godhi	-	-	-	60	37	6	Red, good, large berry, hard.
859	-	Bangalore	-	"	Java godhi	-	-	-	-	36	0	Red, long berry, hard, spindley.
867	-	Chittledrag taluk	-	"	Hotte godhi	-	Few weevils	-	59	35	6	Red, long berry, hard, inferior.
957	-	Hoomali taluk	-	"	Java godhi	-	-	-	55	35	0	Thin, hard, red, a little husky.
953	-	-	-	"	Hottee godhi	-	Unsuitable	-	-	-	-	Very dark red, hard.

Valuation of the Samples of Wheat, &c.—continued.

Valuation Num-ber of Sample.	Number on Sam-ple as received.	Locality.	Description of Sample.		Valuation and Report.			
			Colour and Hardness.	Name.	Condition.	Weight.	Value.	Remarks.
955	—	MYSORE—cont. Hosdrug taluk Kolar taluk Mulbagul Malur Sidlagutta Goribidnur Gumnaya Kanpalya Ditto Arkalgud Chamagiri Hiriyur Chitaldrug Banavar Tarikere Ditto Chihmagalur Moosoor Nursepur Powghur	D	Hottee godhi	Unsuitable	—	s. d.	Dark, hard, red.
958	—		—	Java godhi	-	—	—	
960	—		—	Ditto	-	—	—	
961	—		—	Ditto	-	—	—	A kind of spelt, no value.
962	—		—	Ditto	-	—	—	
963	—		—	Ditto	Lost.	—	—	
965	—		—	Ditto	-	—	—	
966	—		—	Ditto	-	—	—	
932	—		—	Ditto	-	—	—	A kind of spelt, no value.
933	—		—	Ditto	-	—	—	
934	—		—	Hottee godhi	-	—	—	
935	—		—	Java godhi	Destroyed by weevil.	—	—	
936	—		—	Ditto	-	—	—	
937	—		—	Ditto	Not husked	—	—	A kind of spelt, no value.
938	—		—	Ditto	Chaffy.	—	—	
939	—		—	Hottee godhi	Ditto.	—	—	
951	—		—	Java godhi	Insufficient for report.	—	—	
952	—		—	Hottee godhi	Ditto.	—	—	
954	—		—	Java godhi	Half in chaff.	—	—	
956	—		—	Ditto	In the chaff.	—	—	
958	—		—	Ditto	Destroyed by weevil.	—	—	
202	—	BURMA. Pegu District. Thayetmyo	D	-	-	55	35 0	Common, large berried, red.
203	—		"	-	-	58	33 6	Common, large berried, red, much mixed with barley.

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EAST INDIA (DECCAN RIOTS COMMISSION).



C O P Y

OF THE

REPORT OF THE COMMISSION APPOINTED
IN INDIA

TO INQUIRE INTO

The Causes of the Riots which took place in the Year 1875,
in the Poona and Ahmednagar Districts of the
Bombay Presidency.

Presented to both Houses of Parliament by Command of Her Majesty.



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To the ACTING CHIEF SECRETARY TO GOVERNMENT, Bombay.

SIR,

WE have the honour to submit our Report on the subject of the Riots in the Poona and Ahmednagar Districts and the causes underlying the outbreak.

2. The Commission as at first constituted, consisted of Messrs. Richey and Lyon, Bombay C. S.; Mr. A. Colvin, Bengal C. S.; and Rao Bahadur Shumbooprasad Luxmeelal. In the month of November, Mr. Carpenter, Bengal C. S., was deputed by the Government of India in the place of Mr. A. Colvin, whose services were required in the North-west Provinces.

3. We have personally held inquiry in the disturbed districts, and recorded the statements of ryots and sowkars, and compiled the evidence obtained on the spot, showing the nature of the relations of the money-lending and agricultural classes. We have also examined the records of the Revenue, Judicial, Registration, and Police Departments throwing light on the economic condition of the agricultural class and their relation to the money-lending classes, and the consequences of that relation. We have collected and read—

1st.—Previously recorded reports, minutes, letters, &c. by authorities and officials who have discussed the subject of the indebtedness of the agricultural and land-holding classes in India, and suggested remedies for the alleged mischief arising from this indebtedness :

2nd.—The legal and judicial record showing how the relations of the agricultural debtor and his creditor have been affected by the law, the procedure, and the practice of the Courts of Justice, discussions and debates on the enactments and provisions of the law dealing with those relations.

We have consulted officers of local experience on the points which came before us in our inquiry, and have been favoured by Judicial Officers with opinions on questions referred to them.

4. We desire to record our strong sense of the value of Mr. A. Colvin's services in the work of the Commission during the two months in which he sat as a member. We have received his permission to submit to Government a memorandum written by him before his departure, many of the conclusions in which coincide with those submitted in our Report.

5. We desire also to record our acknowledgments of the valuable assistance received from the many officers from whom we have sought information and help.

6. On the question to which our attention was called by the Government of India, viz., the connexion of the revision of assessment with the riots, the concurrent opinion of the Commission is shown in the report. Two members are of opinion that the enhanced settlement was more directly connected with the outbreak than is indicated in the conclusions recorded in the Report. On this subject, therefore, separate notes and accompaniments are submitted.

7. Mr. Shumbooprasad Luxmeelal also desires to submit a separate note on some points regarding which the conclusions in the Report do not go so far as he would wish.

We have the honour to be,

Sir,

Your obedient Servants,

J. B. RICHEY,

A. LYON,

SHUMBOOPRASAD LUXMEELAL.

P.S.—The undersigned is able to record the full concurrence in the report of Mr. Carpenter, whose sudden and lamented death has prevented his name from appearing among the signatures of the Commission.

J. B. RICHEY.

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ERRATA.

Page 5, line 22, for 1873 to 1874 read 1870 to 1874.

„ 25, para. 67. for 5, 5, 6, 7, 8, 9, „ 5, 6, 7, 8, 9, 10.

NOTE.—The Appendices, which are frequently referred to and quoted throughout the following report, and in the separate Minutes of the Members of the Commission, have been omitted on account of their voluminous nature.

REPORT.

CHAPTER I.—THE RIOTS.

Premonitory Disturbances.

1. The first open indication of the spirit of hostility against the Marwari money-lender ✓ which led to the riots was shown by the inhabitants of the village of Kardeh, in the Sirur Taluka of the Poona Collectorate, at the end of 1874. A Deshmukh (district hereditary officer) of good family and some influence, who had accumulated a fortune in the service of His Highness Scindia, to whom he is related, had settled in the village, and having spent his fortune had fallen deeply in debt. Two of his creditors, Kalooram and Bhugwadas, Marwaris, got decrees against him, and Kalooram took out a warrant of arrest. The Deshmukh gave Kalooram personal ornaments, and the warrant was not executed. About four months afterwards some ornaments and property belonging to the temple of Vittoba at the Deshmukh's house were attached, but, at the instance of the villagers, Kalooram allowed the attached property to remain in deposit with a third party for two months. At the end of that term, as the Deshmukh had not paid the value of the property, it was taken possession of by Kalooram. A third execution was issued on Kalooram's decree, and the Deshmukh's houses and lands were attached and sold for a song, there being no bidders against the Marwari decree-holder. The following extract from a vernacular paper published at Poona relates the consequences of the Marwari's proceedings :—

SUBSTANCE of a LETTER published in the "Dyan Chaksu" newspaper, dated the 27th January 1875.

"To the Editor of the 'Dyan Chaksu' Newspaper.

"SIR,—While journeying in the districts I happened to arrive at the village of Kardeh. I put up in the village chauri where I heard a pitiful story which will appear from the following :—

"The village of Kardeh, in Taluka Sirur, originally belonged to Raste. One Baba-Saheb Deshmukh lives in this village. One of his sowkars, by a name Kalooram Marwari, obtained decrees against him from the Court at Talegaon, and in satisfaction thereof put the Deshmukh's house for sale by a public auction and purchased it himself for Rs. 150. In December 1874 the plaintiff commenced to pull down the house, when the defendant requested him not to do so, and promised to pay the debts at his convenience. Defendant also agreed to pay rent for the house during its occupancy, but the plaintiff did not listen to his proposal and refused to put a stop to the pulling down of the house. Defendant took to heart these proceedings of the sowkar, and he collected together the village ryots and resolved that as the Marwaris have commenced to ruin them, it would be better neither to borrow from them nor to serve them or purchase anything from them in future. This unanimous resolution of the villagers put the Marwaris Sachiram, Pratap, Shivram, and one or two others to the greatest inconvenience for want of servants, &c. They therefore proposed to remove themselves to Sirur with the aid of the police by the 5th January 1875. When the Marwaris had loaded their carts with their goods and things, the villagers submitted a petition to the 'Sirkar' (Government) that as they had given grain to the Marwaris, they should not be allowed to leave the village until the Government assessment has been paid by them. How this application has been disposed of is not known to me. One of the villagers has opened a grocer's shop at which all purchases are made. Mr. Editor, if the example of these villagers be followed everywhere, and the unanimity of the people secured, the pauperised state of our country will, I think, certainly disappear very soon. I beg you will kindly excuse me for the length of this letter, and trust that you will not fail to publish it in your journal.—A TRAVELLER."

2. The villagers who combined against these Marwaris did not confine themselves to a ✓ passive hostility. Besides refusing service as water-carriers, barbers, household servants,

&c., they subjected the Marwaris to annoyance by throwing the carcasses of dogs and other filth into their premises, and generally showed such a spirit of personal hatred that the money-lenders, on retreating to Sirur for the protection of the police at the taluka head-quarters, petitioned the magistrate, representing that they were in bodily fear of the villagers. The magistrate considered the spirit shown by the people to be of a dangerous nature, and reported it to the Police Commissioner accordingly.

App. C.,
p. 208.

3. The example set by the people of Kardeh and the neighbourhood was followed by other villages, and before any actual outbreak occurred the Marwari money-lenders had in several places been subjected to similar social outlawry and petty annoyance.

The Outbreak.

App. C., p. 1.

4. The first actual outbreak occurred at Supa, a large village of the Bhimthari Taluka of Poona, on the 12th May 1875. The victims of the rioters were the Guzerathi sowkars, of whom there are a large number in Supa. Their houses and shops were attacked by a large mob principally recruited from the hamlets round Supa, who had assembled ostensibly to attend the market on bazar day. The houses and shops were gutted of everything that the rioters could find, and one house was burnt down, but no violence to persons was committed. The rapidity with which the example was followed through the whole area affected shows that everywhere the same influences had brought the villagers to the same readiness for resort to force. Subsequent inquiries leave no doubt that the rioters at Supa had the sympathy and countenance of some influential persons of their village, and the presence of these persons may perhaps account for the first occurrence of open violence at Supa; but the condition of the villagers through the whole affected area was such that even had Supa not taken the initiative, some other place would doubtless have done so. The combustible elements were everywhere ready; design or mistake or accident would have surely supplied the spark to ignite them.

5. Within twenty-four hours of the riot at Supa, the leading Marwari sowkar of Kheirgaon, a village above 14 miles distant, had his fodder stacks burnt down and his house attacked with fire, and during the following days riots occurred in four other villages of Bhimthari and were threatened in seventeen more. The contagion spread to the neighbouring districts of Indápur and Purandhar, in the former of which a disturbance, which would have been serious from the number assembling, was averted, as were the riots threatened in the seventeen villages above noted, by the promptitude of the police. A detachment of native infantry having arrived at Supa, the police were relieved and available for other duty, and order was quickly restored.

6. In the meantime riots commenced in the Sirur Taluka. The first violence was committed at Navra, where a Marwari, who had left the village for safety, was mobbed and prevented from moving his property to the place whither he had himself retreated. An uncle of this Marwari had some two years previously been murdered by his debtors. Other villages of Sirur followed the example, Kardeh being one; at Damareh a Marwari had his leg broken and was saved from death by some of the rioters dragging him out of his burning house. Altogether fifteen villages of Sirur Taluka and three of Haveli Taluka were the scene of riot or threatened disturbance. The Regiment of Poona Horse, which has its head-quarters at Sirur, supplied parties to assist the Assistant Magistrate and the police in restoring and maintaining order.

7. While these disturbances were going on in the Poona District, similar outbreaks were occurring in the neighbouring talukas of Ahmednagar, and during the fortnight following the riot at Supa on 12th May, riots took place in the talukas of Shrigonda, Párner, Nagar, and Karjat, and besides actual rioting there were numerous gatherings which were prevented from proceeding to violence by the timely arrival of police or military. A detachment of native infantry was moved to Shrigonda, and parties of the Poona Horse were active in patrolling the villages in the west within reach of their head-quarters at Sirur.

The Extent of the Riots.

8. In Poona disturbances more or less serious took place in five villages of Bhimthari Taluka, and six villages of Sirur Taluka.

Disturbances were threatened but averted by the arrival of the police in—

- 17 villages of Bhimthari.
- 10 do. of Sirur.
- 1 do. of Indápur.
- 3 do. of Haveli.

9. In Ahmednagar disturbances took place in—

	6	villages of Párner Taluka.
	11	do. of Shrigonda.
	4	do. of Nagar Taluka.
	1	do. of Karjat.

Disturbances were threatened in many other villages.

10. The following shows the number of persons arrested in connexion with the disturbances and the results of the trials held:—

✓ *In Poona.*—Persons arrested 559, of whom 301 were convicted and 258 discharged.

In Ahmednagar.—Persons arrested 392, of whom 200 were convicted and 192 discharged.

11. Punitive police posts, mustering a total of 98 men, were established at the expense of the inhabitants among the disturbed villages. As was to be expected the greatest difficulty was experienced by the Magistrates in obtaining trustworthy evidence against the rioters.

12. The riot at Supa was singular in the wholesale plunder of property, and that at ✓ Damareh in the murderous assault upon the money-lenders. In a few other instances personal violence was used, and in several places stacks of produce belonging to money-lenders were burnt; but as a rule the disturbances were marked by the absence of serious crime. The object of the rioters was in every case to obtain and destroy the bonds, decrees, &c. in the possession of their creditors; when these were peaceably given up to the assembled mob there was usually nothing further done. When the money-lender refused or shut himself up, violence was used to frighten him into a surrender or to get possession of the papers. In most places the police interfered during the first stage of assembling and threatening, and so prevented violence. From many villages the Marwari sowkars fled on the first news of the outbreak. In other villages they opened negotiations with their debtors for a general reduction of their claims, and in some cases propitiated their debtors by easy settlements. In almost every case inquired into, the riot is stated to have commenced on news arriving of bonds having been extorted in some neighbouring village, with the usual story which will be noticed hereafter—that the Government approved of the proceeding. The Marwari and Gujur sowkars were almost exclusively the victims of the riots, and in villages where sowkars of the Brahmin and other castes shared the money lending business with Marwaris it was usual to find that the latter only were molested. There were, however, exceptions, where the leading or only sowkars were of the Brahmin caste, as in the case of the village of Ghospuri.

13. The last of the connected series of outbreaks occurred at Mundhali in Bhimthari ✓ Taluka on the 15th of June, but there were subsequently two isolated cases in Poona, which showed that the warning conveyed by the long catalogue of convictions and punishments, and the imposition of punitive police posts, had not extinguished, but only repressed, the violent temper of the cultivators.

14. On 22nd July seven men of the village of Nimbut, Taluka Bhimthari, besides committing a robbery of documents, cut off the nose of a man who was enforcing a decree of the Civil Court which put him in possession of land belonging to one of the perpetrators of the outrage. On 28th July the villagers of Karhati, Taluka Bhimthari, broke into the house of a Marwari sowkar and took away grain which was stored there. He had refused them advances of grain, except on terms as to the renewal of his bonds or settlement of his debts to which they were unable or unwilling to agree.

15. Beside these two cases in the Poona District, sequelæ as it were of the general App. C., movement, the following case must be noticed. On the 10th September in the village p. 10.

Kukrur, in the south-west of the Collectorate of Satara, a riotous outrage was committed in all respects similar to the serious crimes committed by the rioters of Poona and Ahmednagar. About 100 or more of the villagers attacked, plundered, and burnt the house of a leading Gujur sowkar, collected all papers and accounts which they found in the house, destroyed them, and then dispersed. The cause of the riot was declared by the rioters ✓ who were arrested to be the harsh proceedings of the sowkar against his debtors; the Magistrate in charge of the taluka reports that “news of the doings in the Poona and “Nagar districts had no doubt reached all parts of the country some time ago, and probably suggested the idea to the people of Kukrur.” Kukrur is more than 100 miles from the nearest part of the disturbed district in Poona.

16. In reviewing the character of the disturbances generally, the most remarkable feature presented is the small amount of serious crime. A movement which was a direct ✓ appeal to physical force was, over a large area, usually restrained within the limits of a mere demonstration; the few cases which show the vindictive spirit usually displayed in

agrarian disturbances are probably to be accounted for by the presence of other elements besides the ordinary Kunbi peasantry. This moderation is in some measure to be attributed to the nature of the movement itself. It was not so much a rebellion against the oppressor, as an attempt to accomplish a very definite and practical object, namely, the disarming of the enemy by taking his weapons (bonds and accounts), and for this purpose mere demonstration of force was usually sufficient. Another circumstance which contributed to the moderation used by the peasantry was that in many cases the movement was led or participated in by the heads of the community, the patels and others; it was doubtless an aggravation of the breach of law that those who should have maintained order in any case contributed to disturb it; but an assembly of villagers, acting with their natural leaders for a definite object, was a less dangerous body than a mob of rioters with no responsible head would have been. But the chief cause of the moderation shown is doubtless the naturally law-abiding spirit of the Kunbi peasantry. It is so far from their natural tendency to resort to physical force that the fact of their having done so is advanced generally by the officers of the disturbed districts as a proof of the reality of their grievances.

Instances of similar Disturbances.

App. A.,
p. 309.

17. The Santhal rebellion of 1855 is, so far as we are aware, the only other instance in the history of British India of a widespread disturbance arising out of the relations of the agricultural and money-lending classes; but the police records supply numerous instances of crime as the result of those relations, which it may be convenient to notice here.

In 1845 the Bheel Chief Raghoo Bhangria headed a large body of plundering Bheels, whose practice it was to cut off the ears and noses of Marwari sowkars wherever they could find them.

The Kolis of the hill ranges between the Poona and Tanna districts have from time to time organized gangs which have employed themselves chiefly in the plunder, often in the murder and mutilation, of money-lenders. The recent doings of such a gang of outlaws will be noticed hereafter in our remarks on the causes of the riots.

In a remarkable letter of Sir G. Wingate to the Bombay Government in 1852 the following passage occurs:—

App. A.,
p. 85.

“But though the indebtedness of the ryot is universally admitted, I am not satisfied that all its sad consequences and accompaniments are equally well understood. The Sudder Court, however, in their criminal capacity have had two recent and striking examples of the frightful pass to which the relations between debtor and creditor in agricultural villages have in some districts been brought, and the mere recalling of them to recollection will, I apprehend, convey a more vivid conception of the evil in all its reality and hideousness than the most elaborate description. I refer to two instances of murders of village money-lenders committed in widely separate parts of our presidency. One of these occurred in the Sholapur Collectorate, where a creditor was murdered by some of his debtors, whom his oppressions had exasperated beyond the limits of endurance, in the midst of his village in broad day among a crowd of his neighbours, who apparently viewed the deed with approbation, and at all events did nothing to prevent it. The other in Guzerat, where a creditor was murdered on the high road in open day by hired assassins, at the instance of his debtors, whose sufferings at his hands will be best understood from the following remarks made by the Sadar Fouzdari Adalat in passing sentence:—‘These prisoners then, of whom two are heads of adjoining villages, have been convicted of concerting and executing a plan for the destruction of a person who was their common creditor and an object of general jealousy and hatred, as one for whose forbearance in pecuniary claims no smaller price was acceptable than the dishonour at his hands of the wives and sisters of the poor peasants who were indebted to him.’

“These two cases of village money-lenders, murdered by their debtors almost at opposite extremities of our presidency, must, I apprehend, be viewed not as the results of isolated instances of oppression on the part of creditors, but as examples in an aggravated form of the general relations subsisting between the class of money-lenders and our agricultural population. And if so, what an amount of dire oppression on the one hand, and of suffering on the other, do they reveal to us? What must be the state of things which can compel cultivators proverbially patient and long suffering, accustomed to more or less of ill-usage and injustice, all times, to redress their wrongs by murder and in defiance of an ignominious death to themselves? How must their sense of justice have been violated? How must they have been

bereft of all hopes of redress from law or Government before their patient and peaceful natures could be roused to the point of desperation required for such a deed?

18. That Sir G. Wingate was right in regarding the two murder cases of 1852 not as isolated crimes, but as examples of the relations between sowkar and ryot generally; is shown by the police record of the last few years which disclose a marked increase in this class of crime—a powerful warning of the necessity for remedial measures. The information under this head given below includes the district of Kaira in Guzerat, where the Kolis are among the least civilized of the agricultural populations of Bombay, and are as regards their relations to the money-lender in a position similar to that of the Kunbis of Ahmednagar and Poona.

In Kaira.—From April 1871 to July 1875 money-lenders were the victims in the following offences:—murders 9, grievous hurt and wounding 10, arson 7, assaults 24, assault with a view to rescue property attached or taken for debts 12, theft 3, trespass by re-entry into property taken under detachment 4. There were besides 3 suicides of debtors on account of debt, and 2 cases of Tjaga (self-inflicted) hurt for the same reason. Total 79 offences in four years and three months. App. C., p. 19.

In Ahmednagar.—From April 1871 to October 1874 money-lenders were the sufferers in the following cases:—murders 2, dacoities (including one case of mutilation) 5, house-breaking with theft of property and bonds, &c. 7, riots 3, arson 1. Total, 18 offences in three years and six months.

In Poona.—In the years 1873 to 1874 money-lenders were the sufferers in the following cases:—murder 1, robbery 7, mischief 8, theft 24, hurt 29, criminal force 8. Total, 77 offences in five years.

The police reports of the Presidency for 1874 show two murders and four dacoities, of which money-lenders were the victims, in the districts of Ratnágiri, Satara, Sholapur, and Ahmedabad.

CHAPTER II.—THE DISTRICT IN WHICH THE RIOTS TOOK PLACE.

Physical Character.

19. A map is appended showing the area of the Ahmednagar and Poona districts affected by the disturbances.* The villages mentioned in this report are marked with red.

The valley east of Poona, traversed by the Railway and watered by the Mula and Bhima rivers, is the only extensive tract of plain country in the area; the rest is distributed into level uplands, slopes and valleys, and is intersected by ranges of hills, which towards the north attain considerable elevation. The following extracts from the report of the Superintendent of the Ahmednagar Survey, Colonel G. S. Anderson, give the leading features of the western portion of the disturbed district north of the Bhima River, the greater portion of which was formerly comprised in the Kardeh Taluka of Ahmednagar:—

“There are no extensive plains of rich soil, the river valleys being generally skirted by much hilly, undulating, and broken ground. In the south, towards the Bhima, the country opens out and becomes more level, but there also sterile stony tracts are to be met with. This diversity, however, is pleasing to the eye, and though much of the hilly and broken ground has a naked and bleak aspect, there are on many localities rich table-lands, fertile and well-watered valleys, and level tracts of good soil, though the latter are limited in extent. The soil is of various kinds. A large proportion of it is poor and shallow, suitable only for the growth of bajri, jowari, and other similar crops. * * * Towards the Bhima the black soils are very deep and require much labour in their cultivation. They yield very large crops in years of plentiful rain; but unfortunately the climate in that direction is very uncertain, and crops frequently fail in consequence of a deficiency of moisture. * * * The fall of rain from Párner northward is generally good and certain. Towards the Ghor River and Kolgaon it is not so much to be depended upon, and further south the climate is very uncertain until, on the Bhima, years of failure of rain appear to form the rule, and a good year now and then the exception.”

20. The following extract from the same report refers to the eastern portion north of the Bhima River, viz., the Karjat Taluka and the eastern portion of Shrigonda:—

“In its aspect Korti is decidedly inferior to any district hitherto assessed. There are few trees anywhere, in some parts none, and owing to the large proportion of rocky and unprofitable ground almost destitute of vegetation, the country generally

* A general map of India has been substituted for the large scale map of the disturbed districts which accompanied the original report.

presents a most dismal appearance. * * * Lighter soils of a better description prevail about Karjat and other places, but on the whole the soil of the taluka is inferior. The climate of Korti is decidedly inferior to that of any other district of the Ahmednagar Collectorate. Towards the Bhima the fall of rain is most uncertain, and the deep soils to be found in that direction also require more rain than the poor soils towards the north."

21. Of the portion of the disturbed area lying south of the Bhima River the westernmost is the eastern part of Haveli Taluka, which is thus described by the present Superintendent of Survey, Colonel Waddington :—

"The tract lying between the Mutha-mula and the Bhima, and which comprises some of the poorest villages—is chiefly stony, sterile, high-lying land better fitted for sheep grazing than agriculture. The district to the south between the Mula and the hills is much more level and contains a large proportion of rich soil. * * * The climate varies much, the rainfall increasing as you go *westward*, until in the border villages rice and nagli take the place of jowari and bajri."

To the east of Haveli Taluka lies Bhimthari, the region first disturbed by riot. It is divided into two portions, the level and rich plain near the River Bhima, and the hilly and rugged portion to the south and south-east. In climate it presents the same variety as Haveli at a less favourable standard, the western or best rainfall of Bhimthari being just below the eastern or best of Haveli.

22. To the east of Bhimthari lies Indápur Taluka, which corresponds very nearly in its physical character to the district lying across the Bhima north of it, described above as bare of vegetation and suffering from chronic droughts.

23. Throughout the whole area the soil presents the same general varieties with local modifications. It ranges from black alluvial of varying depth and purity in the levels and valleys, through the lighter red soils of the slopes, to the thin gravelly covering of hill sides and water-worn declivities. The black soil of the Bhima valley possesses considerable fertility, but requires much labour in its cultivation, and more rain than the lighter and shallower soils. The red soil is productive under irrigation, but, except in parts of the Ahmednagar District, irrigated crops form but a small fraction of the agricultural produce.

Climate.

24. The entire region is dependent therefore upon the rainfall for its productiveness. The following table gives the rainfall for the last five years :—

STATEMENT showing the RAINFALL in the following TALUKAS of the AHMEDNAGAR COLLECTORATE from 1870 to 1875.

Name of Taluka.	Total rainfall during											
	1870.		1871.		1872.		1873.		1874.		1875.	
	In.	Cents.	In.	Cents.	In.	Cents.	In.	Cents.	In.	Cents.	In.	Cents.
Nagar - -	46	74	10	1	28	15	33	21	31	64	18	54
Párner - -	31	89	18	16	23	56	17	55	29	30	20	77
Shrigonda - -	25	62	9	12	22	10	17	58	33	48	19	35
Karjat - -	32	26	11	30	31	53	14	60	24	80	14	60

STATEMENT showing the RAINFALL registered at certain STATIONS in the POONA DISTRICT during the Seasons of 1870-71 to 1875-76.

Stations.	Rainfall registered during the season of												REMARKS.
	1870-71.		1871-72.		1872-73.		1873-74.		1874, from 1st January to 30th November.		1875, from 1st January to 31st October.		
	In.	Cents.	In.	Cents.	In.	Cents.	In.	Cents.	In.	Cents.	In.	Cents.	
Haveli { Poona Sassoon Hospital }	40	60	19	88	20	20	26	80	37	75	37	43	
Sirur - -	25	95	9	91	22	26	18	16	15	17	15	97	
Bhim- { Pátas	26	3	12	6	19	1	14	18	25	84	12	26	
Thari. { Baramati-	20	80	12	3	20	77	10	17	26	31	9	61	
Indápur - -	23	89	9	90	26	47	14	14	26	46	20	49	

More striking are the figures showing the rainfall of the eight years, 1863-70, at the chief towns of the disturbed district in the Poona Collectorate in contrast with the rainfall of Poona City :—

—					Poona.		Sirur.		Pábal.		Pátas.		Indapur.	
					In.	Cents.	In.	Cents.	In.	Cents.	In.	Cents.	In.	Cents.
1863	-	-	-	-	22	55	7	86	11	38	9	52	3	01
1864	-	-	-	-	16	55	5	33	17	68	7	83	9	78
1865	-	-	-	-	31	28	14	61	16	91	11	69	6	95
1866	-	-	-	-	18	9	7	93	13	67	6	57	4	06
1867	-	-	-	-	27	29	—	—	—	—	10	88	10	74
1868	-	-	-	-	30	91	13	88	—	—	10	32	8	43
1869	-	-	-	-	28	16	17	60	No return.		22	76	24	47
1870	-	-	-	-	40	60	25	95	—	—	26	31	25	77
Average -					—	—	—	—	—	—	—	—	—	—

The rainfall being intercepted by the high country between Poona and the sea, its progressive decrease eastward is readily accounted for.

Population.

25. The rural population (deducting the cities of Poona and Ahmednagar) amounts to 712,157. The population per square mile is in each taluka as follows :—

Nagar	-	-	133·25	Haveli	-	-	202·46
Párner	-	-	112·75	Bhimthari	-	-	115·07
Shrigonda	-	-	106·45	Indápur	-	-	110·03
Karjat	-	-	86·01	Sirur	-	-	137·96

The number of houses per square mile is in Bhimthari Taluka only 13·35, but there are nearly 9 persons per house. In the other rural talukas there are about 19 houses to the square mile, and from 5 to 7 persons per house. Probably the infrequency of good sources of water-supply in parts of Bhimthari has discouraged the colonization of hamlets. The average population of the whole of the Deccan is 147 per square mile, and the average of houses 27·07. It will be seen that with the exception of the Nagar and Haveli Talukas, the rural portions of which are favourably affected by the neighbouring cities of Ahmednagar and Poona, the area under report is far below the average even of the Deccan.

26. The area of cultivated land per head of the agricultural population is estimated to range from a little more than three acres in Haveli to nearly nine acres in Karjat Taluka. The small area in Haveli Taluka is to be attributed to the density of its population, and to the fact that the western portion of this taluka contains rice and garden cultivation. This portion was not affected by the disturbances. In the eastern portion, with which we are concerned, the conditions of agriculture are almost identical with those of the contiguous villages of Sirur and Bhimthari, and the average area per head of the cultivating population may be safely estimated at about six acres.

27. The proportion of the rural population concerned in agriculture cannot be ascertained from any existing data with numerical accuracy. The Census enumeration shows those of the rural population who are employed in trades and professions under the classes belonging to their occupation ; but such classes almost invariably have an interest in land, which it would be wrong to overlook in estimating the proportion of land to agricultural population. The village carpenter does not draw more in direct wages for his skilled labour than the ordinary cultivator does by the labour of himself and his cattle in non-agricultural employments, and both are maintained chiefly by their land. We believe that a proportion of 75 per cent. of the rural population may be safely assumed to be agricultural in the above sense.

Cattle.

28. The number of draught cattle per acre ranges from 0·6 in Bhimthari to 1 in Haveli and Párner. In other words, there are 33 acres per yoke of cattle in Bhimthari, 28 in Indápur, 25 in Karjat, 22 in Sirur, Shrigonda, and Nagar, and 20 in Párner and Haveli. The number of draught cattle per head of the agricultural population ranges

highest in the Ahmednagar districts.* This is simply accounted for by the large proportion of unculturable land in the Nagar, Párner, and Shrigonda Talukas, and the greater sparsity of population, particularly in the Karjat Taluka, which allows a larger proportion of land to be devoted to grazing purposes. It should be also noted that the rearing of stock has always been more largely pursued in the Ahmednagar than the Poona District, and that there is more well irrigation in Ahmednagar than Poona. The average of draught cattle per head is lowest in the Haveli Taluka of Poona, being $\cdot 40$; but in this respect, as in the average of land per head, the statistics of the Haveli Taluka are seriously modified by the conditions of agriculture in its western portion, with which we have nothing to do; and for the purposes of the present inquiry the standard averages of Bhimthari and Sirur are a safer guide. The draught cattle per head of agricultural population in Sirur and Bhimthari average $\cdot 47$ and $\cdot 43$ respectively. It will be seen that the ratio is about three head of cattle to every five persons in Ahmednagar, and but little more than two per head to every five persons in Poona.

29. The land revenue per culturable acre is shown in the following table:—

From 4 annas to 5 Karjat.	From 9 annas to 10 Nagar.
Do. 7 do. to 8 Párner.	Do. 9 do. to 10 Sirur.
Do. 7 do. to 8 Shrigonda.	Do. 9 do. to 10 Haveli (disturbed portion).
Do. 7 do. to 8 Bhimthari.	
Do. 7 do. to 8 Indápur.	

The incidence of land revenue per head of the agricultural population is highest in Nagar and Sirur, being as nearly as possible Rs. 3-4-0 in each taluka. These talukas show a remarkable similarity in all other conditions illustrated by these statistics. In Bhimthari, Indápur, and Shrigonda the land revenue averages about Rs. 3 per head of the agricultural population. In Párner it averages about Rs. 2-11-0, and in Karjat Rs. 2-3-0.

Comparison with Guzerat.

30. It has been shown above that the area affected by the disturbances is below the average even of the Deccan in population and houses, but a more accurate appreciation of the statistics summarized may be obtained by a comparison between the Deccan and Guzerat in respect of some of the points noticed.

The area of Guzerat is considerably *less* than one-seventh of that of the Deccan, while the population is *more* than one-third. The average to the square mile in Guzerat is 308 against 147 in the Deccan.

The ordinary house of the ryot of Guzerat costs at least twice as much as that of the Deccan Kunbi, and Central Guzerat abounds with large and crowded towns; nevertheless the average number of dwellers in one house is in Guzerat 3·59, in Bhimthari 8·62.

The culturable area per head of agricultural population is in Guzerat less than 2, in the disturbed district 6.

Land revenue per acre is in Guzerat Rs. 2-13-4, in the Deccan Rs. 0-10-1.

The foregoing comparison shows that in the area of our inquiry we have a region of very poor quality as regards agricultural resources. The comparison is made with a province, the average of which will give a fair standard of a district enjoying good resources, but not exceptionally rich as compared with other parts of India.

Produce.

31. The chief products of the disturbed region are jowari (sorghum) and bajri (millet). The appendices show the proportion of these and other crops in the several talukas. For the purposes of inquiry it is unnecessary to consider the statistics of any other crops besides these. Bajri is an early crop requiring a better rainfall than jowari and suited to the lighter and shallower soils. Jowari is a late crop, cultivated more largely in proportion as the rainfall is scanty, and requires a deeper soil. One feature of both these crops is the value of the straw for fodder, which in a year of comparative drought, when the grain is not formed, nevertheless gives some slight return for the seed and labour expended. The data on record or available for ascertaining the average yield per acre of these two staple products are meagre, but the following estimate of the out-turn in a year of *average* rainfall, (the *average* being considerably below the maximum and above the minimum), is probably not far from the mark:—

	Good Soil.	Middling.	Poor.
	MAUNDS.		
Jowari - - -	7	3	1
Bajri - - -	5	3	1 $\frac{3}{4}$

At the average price ruling for the last four years the produce as above would be valued as follows :—

			RS.	A.	P.	RS.	A.	P.	RS.	A.	P.
Jowari	-	-	9	13	6	4	3	6	1	6	6
Bajri	-	-	9	6	0	5	10	0	3	4	6

To these values may be added the value of the straw, which in the case of jowari appears from the evidence available to bear a proportion of about 6 annas' worth to the rupee's worth of grain, and in the case of bajri of $2\frac{1}{2}$ annas to the rupee of grain in the good and middling soils. In the poor soils the proportional value of the straw will be much higher, being about *equal* to that of the grain in the case of jowari and about one-third of the value of the grain in the case of bajri. The results in money of the above estimates are therefore as follows :—

			RS.	A.	P.	RS.	A.	P.	RS.	A.	P.
Jowari	-	-	13	8	6	5	13	0	2	13	0
Bajri	-	-	10	13	5	6	8	0	4	6	0

Former Condition of the Country.

32. The region under report came into British possession in A.D. 1819–20, 21. In the beginning of the century it had, in common with the rest of the Deccan, suffered frightfully in the disorders which preceded the downfall of the Mahratta power. In 1838 Lieutenant Nash of the Survey Department reports that the people of Bhimthari still remember the plundering march of Yeshwuntrao Holkar through the country in 1802, and the famine that was its consequence. Following the calamities of war in the early years of our rule came cholera, the ravages of which may be estimated from the fact noted by Lieutenant Nash of the deaths in the three first years of the plague, of 460 people in a village of about 1,000 inhabitants. The country was without made roads, and the hill ranges rendered the transport of commodities by pack animals difficult and costly; the agricultural community suffered in years of drought by the famine prices of articles of consumption, and in years of plenty by the low prices of their produce in the overstocked local market. Of the Southern Division of the Bhimthari District, so late as 1843, Lieutenant Nash writes :—“Carts can reach Bhoire, but unfortunately there are “but very few in the district, except some with solid stone wheels ill suited for purposes “of traffic.” To the natural obstacles in the way of traffic were added the obstructions of transit dues.

During the years immediately preceding the British rule, the practice of farming the land revenue had been largely adopted by the Peshwah Bajee Rao, and where it prevailed regularity in assessment and collection was impossible. To quote the words of Colonel S. Anderson of the Ahmednagar Survey :—“The farmer being only desirous “of securing a profit left all the interior arrangements to the village officers; and so “long as a good round sum was forthcoming from each village no inquiries were made “as to the amount of land under cultivation, or the assessment payable, by each “cultivator; the actual crops where stacked and stored formed the best criterion of the “paying capabilities of the village * * *. The old rates were sometimes retained in “the case of Mirás or other holdings that had been long cultivated in the vicinity of “the village, but the remaining lands were given out * * * without reference to “old established boundaries, rates, or land measures.” When the revenue was collected by the Government officials, the assessment was usually settled in the lump with the Patel of the village, who furnished security for the amount, and was left to collect it without detailed settlements. The payments of land revenue were usually made by drafts of the sowkar who had the chief banking business of the village, and but little was collected in cash. The sowkar usually stood security, and was then allowed to collect the revenue and his own debts together. Beside the land revenue the people had to pay numerous other taxes. Twenty-four cesses are enumerated as payable by the ryots of Poona, and twenty-six as levied in Ahmednagar District. In spite of these unfavourable circumstances the agricultural classes during the period immediately preceding British rule were recovering from the heavy calamities of the wars in the beginning of the century. Their proximity to Poona, in which the wealth of subject and tributary provinces was collected and spent, gave them great advantages. The population was scanty and land proportionally abundant, and much of their wealth consisted of flocks and herds, the produce of which was less exposed to the rapacity of the tax gatherer than the proceeds of cultivated land.

Condition in early period of British Rule.

33. The officers concerned in the settlement of the land revenue of these districts in the first years of British administration formed an exaggerated estimate of their capabilities, and during a period of steadily falling prices based these settlements on a standard exceedingly high even if prices had been maintained. It would not be difficult to account for this over-estimate, but whatever its causes, the consequences were ruinous. A rough survey was made about 10 years after the acquisition of the country, and the assessment was in some cases modified at the same time; but it was not, generally speaking, until nearly 20 years of over-assessment had reduced the agriculture of the country to the lowest point that the remedy was vigorously applied. The following extracts from reports of the officers engaged in the survey and settlement of Poona about 25 years ago show the condition of the people at that time:—

Sir G. Wingate writes:—"There can be little doubt that the over-estimate of the capabilities of the Deccan formed and acted upon by our early Collectors drained the country of its agricultural capital, and accounts in great measure for the poverty and distress in which the cultivating population has ever since been plunged."

Lieutenant Robertson writes:—"The condition of the people * * * is by no means so impoverished as of those who fell under my notice further eastward in the Sholapur Collectorate, and the existing assessment, though unquestionably too heavy, it is not so intolerable as elsewhere. Wretched though the peasantry be, yet they are some shades better circumstanced in their houses, clothing and personal necessities, and also in their stock and agricultural essentials. The villages are in many places very dilapidated, and their walls crumbling to the ground. There are 33 chauries, of which 19 are inhabitable and the remainder in a miserable plight. Manufactures cannot be said to flourish, though they pay wages to the amount of Rs. 593-15-11; of schools there are 11 and of shops 188."

Lieutenant Nash writes:—"The preceding paragraph contains facts that will justify my asserting that this District, like those I have already been employed in, is suffering from the evils that a high nominal assessment, with constant remissions and balances, is certain to produce."

Sir George Wingate again writes:—"Under our management it appears to have recovered little, if at all, from the effect of these calamities; and even now little more than a third of the arable land is cultivated, while the net receipts of Government have not in any of the two last years, as appears from Lieut. Nash's 16th paragraph, exceeded Rs. 16,000; all this betokens a state of abject poverty, and, with the view of fostering and developing the resources of a country so situated, the demands of Government cannot be too much reduced."

And in another place, writing of the assessments introduced, together with the first rough survey about the 10th year of British Administration, he writes:—

"To adopt as a basis of assessment an average of past collections was to admit that the previous settlement was not heavy as a whole, but merely required being properly apportioned, which the yearly increasing poverty and wretchedness of the people, a declining cultivation and a progressive fall in the price of grain notwithstanding a diminished supply, all tended to disprove."

All the above extracts refer to tracts within the disturbed area of the Poona Collectorate. Similarly it is reported by the Superintendent of the Ahmednagar Survey, Colonel Anderson:—

"The rates adopted in 1818-19 proved, as has already been mentioned, much too high, and although they were considerably modified in practice, it was necessary to resort to other remedial expedients to save the ryots from ruin." And again, comparing the District of Kurdeh with another taluka, Colonel Anderson answers:—"The more unfavourable character of the results exhibited must be mainly attributed to a greater degree of over-taxation." The hardship of over-taxation was further aggravated by a laxity that permitted the Revenue officials both to collect and appropriate remission granted and to levy assessment for their own pockets in excess of the authorised demand. The Revenue Commissioner, writing of the district of Indapur in 1834, says:—"I firmly believe that not one half the remission has reached the ryots, and probably the portion of the actual collections that has been paid into the treasury has not been much greater." The economic condition of the agricultural class during the first 20 years of our administration may be concluded from the facts that while population was increasing, the area under the cultivation steadily diminished, and while production was decreasing prices steadily fell.

Condition in recent period of British rule.

34. The re-action in agricultural prosperity under light assessment, and a system at App. A., once simple and rigid, was as rapid as the decline of the district had been under the p. 1. opposite conditions. The introduction of the Revenue Survey and Assessment in 1836 marks a new era for the Deccan ryot. The principles of assessment and land revenue administration worked out by the able and distinguished officers at the head of the Survey approved themselves by their results. During the period which followed, the district under report reached a very high standard of prosperity before the year 1860. The condition of the region was in many respects entirely changed. Instead of large tracts of land lying waste, all the culturable land was brought under the plough. Population and agricultural capital of all kinds increased steadily. The country was supplied with carts, and good roads abounded, in place of the tedious and wasteful carriage on pack bullocks along a jungle track. The railway, the construction of which poured money into the villages in the wages of labour and carriage, traversed the richest part of the region. Prices of produce and wages increased, with a much larger revenue to pay on the larger area of cultivation, remissions became unknown, and more capital was yearly invested in wells and more and more in reclamation.

35. In 1862 began the period of extraordinary prosperity caused by the rise in the price of cotton which followed the American blockade. In those years the ryots would under ordinary circumstances have suffered severely from the constant deficiency in rainfall during five successive seasons. But the abnormal value of produce made the scanty crop of a year of drought equal to the full crop of a good season. The competition for labour made it possible for the ryot and his family to earn the assessment of an ordinary holding by a fortnight's work, and the enhancement of his credit enabled him to borrow sums far beyond the ordinary value of his capital.

36. Such circumstances in the ryot's condition during the periods above briefly reviewed as affect him in his relation to the sowkar or money-lender are reserved for consideration in subsequent chapters of this report, as also are the features of the last period preceding the riots.

CHAPTER III.—THE RELATIONS OF SOWKAR AND RYOT, AND THE CAUSES OF DEBT.

The Debtor and Creditor Classes.

37. Before reviewing historically the relations of the sowkar and ryot, it may be well to describe briefly the characteristics of the two classes as presented in the types which figured most prominently in the recent disturbances:—

The great mass of the agricultural population belongs to the Kunbi caste which constitutes the bulk of the Mahratta race. The ordinary Kunbi of the Deccan is a simple, well-disposed peasant, contented with the scantiest clothing and hardest fare. Utterly uneducated, and with a narrow range of intelligence, he is not without masculine qualities, and meets with a stubborn endurance the unkindly caprices of his climate and the hereditary burden of his debts, which would drive a more imaginative race to despair or stimulate one more intelligent to new resources. The apparent recklessness with which he will incur obligations that carry the seeds of future ruin has earned him a character for extravagance and improvidence; but the apparent recklessness is often sheer necessity, his extravagance is limited to an occasional marriage festival, and his imprudence is no greater than that of all races low in the scale of intelligence and civilization who live only in the present. Supposing, what we know to be unfortunately not the truth, that his surplus is in any year at his disposal, then to assume that in a good year he will lay by to meet the deficit of a bad season is to credit him with a foresight and self-denial which it is notorious that the peasantry of even civilized countries rarely display; if any of our laws which affect him proceed on this assumption they will inevitably produce suffering; if it be held that painful experience will teach him prudence, it must also be shown that the suffering is produced by causes which it would not be possible or right to remove, or that it is justified by the results of its teachings upon the sufferer.

38. As the Kunbi represents the agricultural, so the Marwari represents the money-lending class. It is remarkable how much of the money-lending business of the district under report is conducted by foreign immigrants. Beside the Marwaris there are numerous Guzerathi and Lingaet Bunniah engaged in this profession; and although there is a considerable number of Brahmin and Kunbi money-lenders, and individuals of other castes, Telis (oil-pressers), Chāmbars (leather-workers), Sonars (goldsmiths), and

others, who lend money to the ryots, the amount of their business altogether will not equal that of the Marwaris and other Bunniahs. Except a few Brahmins, most of the indigenous money-lenders have other occupations or sources of income, and the Brahmin sowkars of the villages are usually members of the Kulkarni (village accountant) family, and not hereditary money-lenders.

App. C.,
p. 260.

Marwari sowkars were already settled in the Deccan in considerable numbers before British rule. They were naturally looked upon with disfavour by the Mahratta Governments as aliens, who came to make money out of the people of the soil which they often took away in hoards to their own country; they belong as a rule to the Jain sect in religion, and found little tolerance for their worship before the British rule began; instances are recorded in which temples erected by them were forcibly converted to the purposes of Hindu worship. Most of the Marwari sowkars are now colonists of the Deccan. Recent arrivals from Marwar are rarely met. Many, however, have immigrated within the last 30 years. They usually begin business as clerks and servants of one of the established sowkars, and after making a trifling capital set up on their own account; thus new shops are continually being opened. The head-quarters of the Marwar immigrants into the Deccan is the town of Bamburi, a few miles north of Ahmednagar; they have a large community there, and it is the centre of their exchange and banking business. The proportion of Marwaris to other sowkars is much larger in Ahmednagar than in Poona. In some places they enjoy almost a monopoly of the money-lending business, and it is probable that they made more way in Ahmednagar under former governments, being less under the observation of the Mahratta rulers and their Brahmin ministers, than in Poona near the centre of Government.

There can be little doubt that the position of the Marwaris among the Mahrattas, as aliens looked upon with disfavour, has had the effect of making them indifferent to public opinion, and left them more free to use those practices of the money-lender which in all ages and countries have brought a stigma upon the usurer class. The average Marwari money-lender is not a pleasant character to analyse; his most prominent characteristics are love of gain, and indifference to the opinions or feelings of his neighbour. He has considerable self-reliance and immense industry, but the nature of his business and the method by which it is pursued would tend to degrade and harden even a humane nature, which his is not. As a landlord he follows the instincts of the usurer, making the hardest terms possible with his tenant, who is also his debtor and often little better than his slave. The Marwari sowkar has usually sufficient education to draw up his own plaint, and to understand the law and procedure as well as his vakil; he is an excellent accountant and generally quick-witted in all that concerns his business, but outside of these limits he has no interests and no capacity.

39. The following description of the money-lending classes in Ahmednagar is taken from notes on the subject by Mr. Sinclair, Assistant Collector, and applies with fair accuracy to the same classes in Poona District; but it must be remembered that the proportion of Marwaris to other sowkars is much larger in Ahmednagar than in Poona, and that in Ahmednagar the sowkars show a desire to hold the lands of which they acquire possession, as Government tenants, by having the occupancy transferred to their names, which is not often the case in Poona.

Mr. Sinclair writes as follows:—

“The capitalist classes are, first and most numerous, the small traders and money-lenders of the villages, chiefly Marwaris and Guzars, with a few Lingaits and Vaiswanis and others. These advance grain for seed and subsistence, and money upon pledge, mortgage, or good security. The 2nd class are the rich bankers or traders of large towns, among whom, besides the races mentioned, are found a good many Brahmins chiefly of the Yajur-vedi Deshast caste. Those kulkarnis who are money-lenders are generally closely affiliated to these Brahmin bankers as in the unfortunate village of Ghospuri, the kulkarni family of which chiefly live at Nagar, where their principal shop is. They are also much connected with the vakils and to some extent with the official class. They deal much less in advances of grain than the traders of lower caste and have a much greater taste for getting land into their own hands and names than the immigrant traders. As the kulkarnis are connected with these, so are the small Bunniahs of the villages mentioned in the first class often mere jackals to their richer caste fellows in towns. The third class consists of cultivators who have kept out of debt and are able to make small advances in money and grain to their neighbours.

“The first class are particularly odious to the people, and on them fell the main weight of the late troubles. The second class are less unpopular. In the first instance they deal less directly with the poor ryots, who are accordingly less

App. A.,
p. 294.

reminded of them by daily dunning. Secondly, those who are Brahmins derive some advantage from their caste and community of country and religion; and thirdly, as these sometimes aim more at the land than at money, there is an end of the business when they have got that, and the former possessor lives on as tenant, screwed and rack-rented indeed, but a good deal better off than the bond slave of the village usurers. These circumstances and the invariable presence of the police in large towns prevented this class from feeling the weight of popular indignation last May and June to anything like the same extent as the first. They are, however, as a body fat lazy rogues, bad landlords, and the most intriguing and scheming lot in the country.

"The third class of money-lenders, those sprung from the ranks of the people themselves, are often grasping and dishonest enough, but their debtors deal with them much more on an equality, and community of race and residence not only has a tendency to make them easy in their dealings, but brings any unusual villany under the ban of the public opinion of the caste and village. These are for the most part skilful cultivators and good ryots to Government. They were sometimes threatened during the riots, but I am not personally aware of their having been in any case really injured in any way, and it is not necessary to refer further to them in this report.

Historical review of indebtedness.

40. The earliest record shows that indebtedness was common among the Deccan ryots when their country came into our hands. Mr. Commissioner Chaplin, reporting on the newly acquired Deccan districts in 1822, writes:—

"The ryots in many villages, though usually frugal and provident, are much in debt to sowkars and merchants owing to the oppression of the revenue contractors; many of these debts are of long standing, and are often made up of compound interest and fresh occasional aids which go on accumulating so as to make the accounts exceedingly complicated; a ryot thus embarrassed can seldom extricate himself. His exertion may be compared to the hellish torments of Sisyphus, who had no sooner rolled his burthen to the summit of the hill than it fell back upon him with redoubled violence. * * *. The Mirás * fields of ryots are sometimes mortgaged for these debts." App. C., p. 260.

Again he writes: "The collector of Ahmednagar, notwithstanding some embarrassments, is of opinion that there is an universal tone of satisfaction among the ryots resulting from the improvement of their condition, and he thinks that they are gradually extricating themselves from their difficulties. The general feature of the picture is correct; but it is perhaps charged with colours a little too brilliant. He thinks that complaints against them from the sowkars are decreasing, but this circumstance is partly to be ascribed to many of these debts having been declared inadmissible."

These debts were of two kinds, public and private. The public debt of the village community arose usually from advances or loans made to the Mahratta Government to be recovered with interest from the revenues of villages assigned to the State creditor; the private debts were the result of the system before mentioned by which the collection of the State dues was made through sowkars, who usually recovered in kind what had been paid in cash and drafts. It has been shown that the great mass of the agricultural population had no such interest or title in their land as to afford security for large debt. Mr. Chaplin indeed mentions that "Mirás holdings are sometimes mortgaged," but in another place he estimates the selling value of Mirás land at not more than two or three years' purchase, and states that land yielding Rs. 200 of gross produce can seldom be mortgaged for more than Rs. 100. The usual and recognized method for recovery of debt was for the sowkar to send a Mohosul, that is, a servant whose maintenance had to be paid daily by the debtor, or to place a servant in "Dharna" at his door (which is the process called "Tuquaza" by Mr. Chaplin), or to confine the debtor in his house or otherwise subject him to restraint and even severer measures. It is plain that such methods could not be put in force against any but the humbler class of debtors, and doubtless the ordinary dealings of the sowkar and ryot were based rather on the ascertained result of experience teaching each his own interest than on any power of compulsion in the hands of the creditor. The ryot's constantly recurring necessity could not be relieved unless he maintained his credit by good faith, and on the other

* Mirás tenure comprised a right of occupancy at the customary rate and other privileges distinguishing it from the ordinary tenancy-at-will.

hand the sowkar had no support from without to look for in exacting more than a fair profit, which, considering his risks, would be also a large profit. Honesty was the ryot's best policy, and caution was a necessity to the money-lender.

41. The condition of the ryot as regards his relation to the money-lender when British rule commenced may be summed up as follows :—

1st.—There was a considerable burden of debt, and many of the ryots were living in dependence upon the sowkar, delivering to him their produce and drawing upon him for necessities.

2nd.—The ryot's property did not offer security for large amounts; his cattle and the yearly produce of his land being the lender's security, the mortgage of mirás land was rather a means by which the sowkar got a firmer hold upon the produce than upon the land itself, for immovable property was not sold for debt, and the mirás title would have no value for a non-agriculture landlord.

3rd.—Rates of interest were very high, and much of the debt consisted in accumulations of interest.

4th.—The causes of indebtedness were chiefly the *révenue* system, and sometimes expenditure on marriages or such occasions.

5th.—The amount of individual debt was usually moderate.

6th.—The sowkars were usually men of substance, maintaining establishments employed in dunning and looking after debtors.

7th.—The creditor received little or no assistance from the State in recovering debts, but had great license in private methods of compulsion.

Relations of Sowkar and Ryot.

First period
of British
rule.

42. Under British administration this license was curtailed, and courts [redacted] over by the collectors were open to suitors, but the sowkars did not at first have recourse to them; this and other causes referred to by Mr. Chaplin in his report caused a contraction in the sowkars' dealings. In a district such as this, however, with a rackrent assessment, the ryot's necessities compelled him to keep on terms with his sowkar, and the ordinary Kunbi debtor even of the present time does not often repudiate debt; it does not appear, therefore, that the contraction of credit which followed the introduction of British rule was more than temporary, while the fall in prices, with the high rate of assessment maintained, must have made the ryot's need of the sowkar even greater than before. We have not been able to find any record bearing on subject for the years immediately following Mr. Chaplin's report, but it is certain from subsequent information that the burden of debt grew rather than declined before the introduction of regular courts and procedure.

Second
period under
regulation.

43. In 1827 the first regular procedure for the administration of civil justice was introduced into Bombay Presidency by Regulations II., III., IV., and V. Regulation IV. provided the procedure, and Regulation V. limitations for civil suits. They contained clauses which will be referred to and may be noticed here. In Regulation IV. the cattle and implements necessary for the support of the agricultural debtor were declared exempt from seizure on account of debt. Regulation V. limited the rate of interest recoverable in a Civil Court to 12 per cent. per annum. When the new courts came into operation, the ryot had no title in his land except in the case of mirás tenure, and the revenue demand was still crushing. These circumstances left but little security to the sowkar for debt not speedily realised, and the courts afforded the means for speedy realization; we find accordingly that they soon began to be resorted to.

App. A., p. 2.
Extracts
from Record
of 1843.

44. The first full record bearing on the subject is the result of an inquiry made in 1843 by the Revenue Commissioner of the Northern Division. The substance of the Collector's reports are given in the Appendix. The Collector of Poona, after premising that it is well known that all enactments to fix a lower than the market rate of interest have had the effect of enhancing it, proceeds to state that money in this country is frequently borrowed on mere personal security at from 35 to 60 per cent.; and when it is considered that the borrowers seldom possess any property, it appears to him rather surprising that they should be able to procure credit at all than that the rate of interest should be so high. Messrs. Frere and Rose, the Collector's assistants, also submitted reports. Mr. Frere states there are few villages in the two *parganas* under his charge in which there is one ryot unburdened with debt, and scarcely a single village in which three persons could be found not involved for sums above Rs. 100. These debts, he says, are contracted on occasions of marriages and other rites, the interest charged varying from 25 to 60 per cent. Mr. Rose observes that the usurious character of the village *Bania* is notorious,

and he attributes the poverty of the Deccan ryots in a great measure to his rapacity; he is afraid, however, that it will be difficult to remedy the evil effectually, as the ryots consider the Bania almost necessary to their subsistence, and their thoughtlessness and ignorance would render it easy to frustrate any attempt to check or put a stop to his exorbitant gains. The interest agreed upon in cases where the ryots are concerned is generally enormous, and the agreements are often fraudulently procured.

The Collector of Ahmednagar wrote that the measures which Government had from time to time adopted for the relief of the agricultural ryots had only made the money-lenders more rapacious and unrelenting. Bonds were renewed at exorbitant rates, the interest and principal being entered in the fresh bond, and he instances a case in which a loan of Rs. 61 was made to run up in 14 months to Rs. 189, and a decree was given against the debtor.

The Collector of Kaira stated that money was advanced at 12 per cent. interest, besides a premium deducted from the loan, of from 1 to 6 per cent. :

“The money-lenders favour the ryots with loans at 12 per cent. interest as allowed by our Civil Regulations, besides which they generally receive a premium (which is deducted from the loan) and varies from 1 to 6 Rs. per cent. according to the credit of the borrowers.

“There are in this zillah about 50,000 cultivators of Government land, one-fourth of whom, or 12,500, are in a condition to dispense with sowkar aid by being possessed of sufficient funds of their own; but the remaining three-fourths, or 37,500, cannot, I imagine, carry on their affairs without the assistance of money-lenders. Of this latter number about two-thirds, or 25,000, are regular in the payment of the sums borrowed from the *sarafs*, and consequently no suits are filed against them, nor are they obliged to pay higher interest than from 6 to 9 per cent.; whilst the rest of the ryots, about 12,500, are so strained in their circumstances as not to be able to discharge their debts punctually, and are therefore required to pay 12 per cent. interest on sums borrowed, besides a premium of from 1 to 6 Rs. per cent., which is always added to the loan, and the bond passed is for the total amount inclusive of the premium, which, however, is not mentioned therein. Again, when the time for payment arrives, and they are not prepared to answer the demand, the sowkars insist on a fresh bond being passed for the amount of the debt with interest thereon, besides whatever other sum the ryots will consent to be added for the credit and forbearance, the whole again running on at 12 per cent. interest till liquidated. * * * The average number of attachments in this zillah is about 1,000 annually.

45. It will be observed that in this correspondence the attention of the officers reporting was usually fixed upon the question of usury. The Collector of Kaira ✓ indicates that the debtor class were beginning to feel the pressure of legal processes; he states that 1,000 attachments* had issued during the year, and that the debtors renewed bonds with a premium “for forbearance.” The Collector of Ahmednagar also mentions the conversion of a usurious loan into a decree, and the Collector of Surat notes that the law regarding enforcement of decrees was worked, by combination of the sowkar class, to the prejudice of the judgment debtor; but the Collector of Khandesh does not suppose that the money-lenders resort much to our courts.

On the whole it is evident that the burden of debt was not as yet aggravated to any degree of severity by the operation of the law. This was to be expected, for the ryot generally had no title in his land except that conveyed by the *mirás* tenure, and his agricultural stock and implements were protected from legal seizure. Other points that call for notice in this correspondence are:—1st. That the money-lenders are spoken of as “the village Bania,” “the village sowkar,” and in similar terms, indicating that as yet the long established money-lender of the community was the only sowkar with whom the ryot had to deal. 2nd. That expenditure on marriages, caste rites, and similar occasions is generally assigned as the cause of indebtedness. 3rd. That those districts which at the present time are most debt-ridden furnish the most unfavourable reports.

46. We have seen that about the time when this inquiry was made the period of prosperity which followed the introduction of the survey and settlement, and of a sounder and more liberal system of revenue into the Deccan, had already commenced. The favourable features of that period have been noticed above. Strong inducements existed for the ryot to increase his agricultural operations, and the sowkar found enhanced security and a ready machinery for recovery to encourage him in loans. We find

The evidence of the records from 1850 to 1858.

* In 1873, 4,926 attachments issued from the subordinate courts in Kaira. ✓

accordingly in the record relating to this subject from 1850 to 1858, two features which had already become marked characteristics of the relations of sowkar and ryot under the altered conditions of our revenue and judicial systems. These are the growth of small capitalists engaged in money-lending, and the unequal operation of our laws to the disadvantage of the ryot. The appendices deal fully with the relations of the sowkar and ryot from 1848 to 1858, but in illustration of the above remarks the following passages are extracted. The Superintendent of the Ahmednagar Revenue Survey, Captain G. S. Anderson, writes :—

App. A., p. 8.

“The country has not hitherto derived that benefit from the Marwaris which it would do from respectable and permanently resident capitalists. * * * * The people are much preyed upon by needy adventurers, and there is a great deal of reckless and fraudulent trading carried on, which appears to me not only to entail much injury and oppression on the ryots, but also subjects the traders themselves (at least the honest portion of them) to loss. No one could object to the legitimate employment of capital, but at present the doings of the Marwaris far exceed the limits of fair trading, and in many localities it does not appear to be so much their object to trade with the ryots as to get them, by fair means or foul, into their hands, so that they may use them as mere tools in the acquisition of fortunes. For instance, a ryot may borrow two maunds of grain, the price of which is, say, Rs. 2 or Rs. 3. This, by tricky proceedings on the part of the Marwaris, is converted into a money debt of Rs. 12, and subsequently, by the writing out of new agreements, it gradually increases to Rs. 50 or upwards. In this manner a ryot becomes so entirely involved that it is not in his power to extricate himself by any honest exertion of his own, and he either remains in a slavish state of poverty and indebtedness, or should he show signs of resistance to the Marwari's continued exactions he is dragged into court and ruined, to deter others from proving disobedient.”

App. A.,
p. 89.

Again, Captain (now Sir G.) Wingate wrote in 1852 :—

“The facilities which the law affords for the realization of debt have expanded credit to a most hurtful extent. In addition to the ordinary village bankers, a set of low usurers is fast springing up, by whom small sums are lent for short periods at enormous rates of interest to the very lowest of the populations who have not credit enough to obtain advances from the more respectable of the village bankers. All grades of the people are thus falling under the curse of debt, and should the present course of affairs continue, it must arrive that the greater part of the realized property of the community will be transferred to a small monied class, which will become disproportionately wealthy by the impoverishment of the rest of the people. No greater misfortune could befall any nation than this, by which the many are made miserable in order that the few may be pampered. And yet this is the inevitable tendency of the existing relations between debtor and creditor in our presidency.”

App. A.,
p. 16.

In 1858 the Revenue Commissioner, Mr. Inverarity, submitted to Government a report from the Collector of Ahmednagar in which the following passage occurs :—

“The aid given by our courts is all on the side of the Marwari, who alone knows how to turn that aid to his own advantage. The position of the litigants is not, therefore, simply of debtor and creditor, it is the fraudulent Marwari, backed by civil courts, *versus* the helpless ryot, signing any bond without even a true knowledge of its contents, and powerless to oppose any decree that may be passed. This matter keeps up a constant irritating sore throughout the society, and the whole *onus* is thrown by the people on the civil courts, whereas it is the law which is at fault in assuming that debtor and creditor in this country to be equal, while they are rather in the position of master and slave. The question is one of vital importance both to Government and the people. Even the passive society of the East cannot bear so great a burden without making from time to time convulsive efforts to shake it off. These efforts must increase in frequency and strength, unless the Legislature seriously take up the evil and applies the knife to it.”

On the Revenue Commissioner's letter the Governor in Council recorded the following resolution :—

“His Lordship in Council entertains no doubt of the fact that the labouring classes of the native community suffer enormous injustice from the want of protection by law from the extortionate practices of money-lenders. He believes that our civil courts have become hateful to the masses of our Indian subjects from being made the instruments of the almost incredible rapacity of usurious capitalists. Nothing can be more calculated to give rise to widespread discontent and disaffection to the British Government than the practical working of the present law. The

attention of the Legislative Council on the subject should be requested, and copy of the Revenue Commissioner's letter forwarded for their consideration."

The subject was then again for a time dropped.

47. It had become well known that the regulation restricting the rate of interest recoverable to 12 per cent. was evaded by the money-lenders by the deduction of discount, or more properly of interest taken in advance, from the consideration given to the debtor. The usury law had the natural effect of placing the debtor in a worse position by the introduction of a practice which has survived its cause, by which the debtor is compelled to co-operate in a fiction to evade the law; for the bond acknowledges receipt of a consideration which has not, actually passed. In 1855 accordingly an Act was passed repealing the restriction on interest. Repeal of limitation of interest, 1855.

48. As another natural result of the enhanced value of agricultural investments caused by the survey settlement, we find the practice of raising money on mortgage of land gradually making way and private transfer to sowkars occasionally resorted to. Such transfers were doubtless made in liquidation of debt, and not for the purpose of raising money, as no cultivator would part with his land altogether for such a purpose. It must be presumed, therefore, that the money-lender in such cases compelled the transfer by threat of imprisonment or other alternative having terrors for the debtor. The following figures show the growth of money-lenders' property in land in the district of Poona as exhibited in the accounts of 24 villages, and illustrate the above remarks, as do also the results of the Commission's inquiries given in the Appendix. Acquisition of land by sowkars.

In the 24 villages mentioned the number of occupancies held by sowkars in the years 1854, 1864, and 1874, with their area and the assessment payable at each period were as follows :— App. C., p. 200.

	1854.	1864.	1874.
Number of Khatas -	164	203	272
Area in acres -	4,001	5,292	10,075
Assessment -	1,924	3,721	7,134

In noting these figures it must be remembered that during the latter part of the period embraced, there was but little unoccupied waste, and the increase in sowkar holdings implies a corresponding decrease in those of the cultivating class. It will be observed that the increase in the assessment is greater than that in area, showing that the better class of lands was passing into the sowkars' hands, and further that the increase in the number of *khatas* indicates an increase in the number of sowkars, the particular feature of our subject which was dwelt upon above. The rate of increase in the area of land held by sowkars was much greater in the district of Ahmednagar than in Poona. ✓

49. Although the property of the money-lending class in land was thus increasing, the sale of occupancies under decree was rare; this was probably due to several causes. In the first place the people had not acquired full confidence in the title given by the survey settlement, probably hardly had confidence as yet in the stability of our rule; the only land sold was *mirás*, which was held by a recognized title familiar and reputed to be safe. It is not often the interest of a creditor to sell his debtor out of his holding; as the ryot's agricultural stock and implements were protected from sale, he could not be pauperised, and was likely to be more productive if left in possession of his land, the creditor securing the fruits of his labour, than he would be as a mere tenant. The sale of immovable property for debt was opposed to usage and public opinion, and unless the land was directly made security, the courts would be reluctant to have it sold whenever the claim might be satisfied by other means more consonant with native usage. Procedure before 1859 more favourable to debtors.

The returns of the judicial work of Poona and Ahmednagar clearly show how far the method of disposing of business in the courts before 1859 was favourable to defendants, by comparison with the more strict procedure introduced in 1859. The suits in subordinate courts adjusted without judicial action averaged a proportion of 1 to 4 to those actually heard. Thus in the Munsif's courts of Ahmednagar in 1850, 2,395 suits were adjusted or withdrawn against 9,048 decided. In 1859 as many as 4,538 suits were adjusted or withdrawn against 15,622 decided. In the Poona Munsif's courts 2,055 suits were settled in 1850 against 6,838 decided, and in 1859, 1,869 were settled against 8,191 decided. The rate at which the growing work was disposed of in this district is well indicated by the proportion of suits left undisposed of at the end of the year. In Ahmednagar District 1850 suits to the number of 16,560 were filed, and at the end of the year 3,473 remained on the file; 1858, 25,357 suits were instituted, but 10,400 remained on the file at the end of the year. In Poona District 13,008 suits were filed in 1850, and

2,400 were left on the file at the end of the year. In 1858 there were 13,742 suits filed and 5,395 undisposed of at the end of the year.

Increase of
suits for debt
following on
the survey.

50. It is to be regretted that returns cannot be obtained for the years previous to 1850, showing how the period of returning prosperity in the Poona District was illustrated by the work of the civil courts; but the figures for Ahmednagar which embrace the years of the introduction of the survey settlements into that district, show very clearly the connexion between the improvement of agricultural securities following the settlements and the expansion of litigation on accounts of debts. The first three years of the period in our return (1850-1-2) saw the survey settlements introduced into Ahmednagar (the district at that time included a portion of the present Násik Collectorate), and it will be remarked that an immediate and considerable impetus was given to litigation. There was a temporary re-action in the expansion of agriculture in 1854, the people having taken up more land than they could cultivate, and accordingly we find the work of the courts is reduced during that year and the next, only however to increase again until the number of suits in 1859 had reached 25,136 as compared with 15,633 in 1850.

The returns show that the imprisonment of the debtor was a favourite method of procuring settlement of debt. It has been stated that the sale of land was rarely resorted to, and the realization by the sale of the debtor's house was noticed as an innovation; imprisonment would therefore be more often used. During the three years from 1850 to 1853 there was an average of 530 civil prisoners in Poona Jail as compared with an average of 204 in the years from 1860 to 1863, and in Ahmednagar an average of 204 in the years from 1850 to 1853 as compared with 29 in the years from 1860 to 1863.

The ryots
prosperous
in 1860.

51. Notwithstanding the pressure of debt, and the hardships inflicted by the laws upon the ryots as shown in the extracts alone, there can be little doubt that about 1860 the agricultural classes of the Poona and Ahmednagar Districts were in a far better position than they had been for years. The conditions of agriculture had been favourable; in the former district for nearly 20 and in the latter for nearly 15 years they had enjoyed a fixed assessment at moderate rates, large tracts of waste lands had been available for extended industry; not only were ordinary communications and means of transport improved, but the railway had been brought within easy reach, the construction of this had poured into the district a sum of not less than 20 lacs in wages of transport and labour; and above all a series of good seasons had brought ample return to the ryots for their industry. Although the sowkar might have recourse to the Civil Court there was a possibility of the ryots being able to borrow from another in order to pay him, and the court would give time; if a decree passed against the ryot, his stock and implements were safe and his land not in real danger; he might be imprisoned until he signed a new bond, but was not likely to be pauperised.

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p. 18.

The degree to which the general prosperity affected the relations of ryot and sowkar it is not easy now to estimate. The Collector of Ahmednagar, writing in 1862, states that some of the people admit having freed themselves from debt, and it is probable that the more provident ryots and those with the least previous debt had reduced their liabilities to such a point that they felt no concern and were subject to no annoyance on account of them. This is still the condition of a large number of the ryots in the district with which we are concerned, and it seems probable that the period of prosperity did little more than bring into prominent distinction the class of well-to-do solvent agriculturists, whose circumstances allowed them to emerge quickly from the general level of poverty to which all had sunk. More information is required as to the class of borrowers to which the bulk of the agricultural population should be assigned before any sound conclusion can be drawn as to how they would be affected by the reduction in the rate of interest which the Collector states had taken place before 1862.

Viewed in the light of the same officer's report of four years previously (1858), and of the recorded opinions of other officials relating to the same period, the conclusions drawn by the Collector of Ahmednagar in 1862 must be regarded as reflecting somewhat too strongly the general tone of prosperity and well-being which his district exhibited as contrasted with its condition when he had first known it 16 years before. The apparent prosperity and actual material increase of wealth is not inconsistent with the existence of a vast amount of debt; debt might act as a stimulus to increased effort so long as extended cultivation and fair prices made production profitable; additions to the material wealth of a country are not the less real because the capital employed in the production is borrowed, and because a sudden check in his rate of profit may ruin the producer. As bearing on the question of the ryot's condition 15 years ago, we have to remark that in a statement appended to the memorandum of Mr. Shambhu Persad (Appendix) a number of ryots are returned as owing *nothing* at that time; in the following evidence collected by the Commission and drawn from the contemporary records cannot place

reliance on this part of the statement. A ryot who did not owe more than one or two years' surplus would call himself out of debt.

52. The relations of the ryot and sowkar in 1858 being such as we have shown from the contemporary record, in 1859 two enactments passed through the Legislature which have aggravated the mischiefs there complained of. These are the Civil Procedure Code and the Statute of Limitations. The consideration of the effect of these measures upon the indebted classes belongs to another branch of our subject, viz., the causes and consequences of the ryot's indebtedness; and we have now brought our review of his relations to the money-lender to the point where it requires to be treated with direct reference to the present state of those relations as illustrated by the riots. To avoid reiteration of the same topics we propose to pass at once to this subject, the consideration of which will lead us to the period immediately preceding the recent outbreak.

The Procedure and Limitation Acts of 1859.

Causes of Debt.

53. Enough has been said in a previous chapter of this report to show that we are dealing with a region of a very low standard of productiveness and with a poor population. The estate of an ordinary Kunbi ryot, exclusive of his land and its produce, has been estimated by competent authority to be of little more than Rs. 200 in selling value; it will be somewhat as follows:

				RS.
Live stock	-	-	-	125
Implements and utensils	-	-	-	20
House	-	-	-	50
Miscellaneous	-	-	-	20
Total	-	-	-	215

The recorded results of personal inquiry by the Commission, as shown in the Appendix, prove how many of the population are possessed of less than the above average. With the exception of the land all the items of the estate are subject to depreciation, and imply yearly charges for maintenance and renewal. The people being thus possessed of very little besides their land, what kind of income does that yield them? It has been seen that the two crops, bajri and jowari, form the great bulk of the agricultural produce; in a large portion of the area under report they constitute eight-tenths of the whole. Supposing that the rainfall was sufficiently constant to ensure a moderate return every year, it would still be inevitable that the Kunbi should draw the whole of his year's income from land in the lump during the two months of harvest. As, however, there is one year of drought in every three over much of the region, and a good crop also only once in three years, it follows that the income yielded to the Kunbi from his land is received *in full* triennially instead of annually. It is everywhere a serious aggravation of their ill fortune to the cultivators of indifferent soils that, their land yielding only one kind of produce, they receive the whole return in a lump, while better soils that admit of a variety of crop enable the cultivator to spread his receipts over six months of the year. This evil, as we have seen, is intensified for the ryots of the disturbed district by their capricious climate. It is hardly possible to conceive any conditions more certain to produce indebtedness among the poorer classes than these. When to these conditions is added the variation of the value of the ryot's produce, which leaves him in absolute uncertainty at seed time what his crop will be worth if he get one, it is apparent that no great degree of improvidence is needed to account for his indebtedness, but rather that considerable industry supplementing the income of agriculture, and considerable frugality in living, must be presumed in order to account for the large number of Kunbis who are not burdened with debt.

54. It would be idle to say that improvidence does not exist as a cause of indebtedness. It consists, however, rather in the short-sighted imprudence of an ignorant class ready to relieve present necessity by discounting future income on any terms, and unable to realise the consequences of obligations foolishly contracted than in an extravagant expenditure or misapplication of income. The results of the Commission's inquiries show that undue prominence has been given to the expenditure on marriage and other festivals as a cause of the ryot's indebtedness. The expenditure on such occasions may undoubtedly be called extravagant when compared with the ryot's means; but the occasions occur seldom, and probably in a course of years the total sum spent in this way by any ryot is not larger than a man in his position is justified in spending on social and domestic pleasures. The expenditure forms an item of some importance in the debit

Improvidence.

side of his account, but by itself it rarely appears as the nucleus of his indebtedness. The sums usually spent on these occasions have probably been over-estimated, or the operation of other causes in producing debt have been overlooked by the officers who have attributed the ryot's burdens so largely to this cause. This oversight would indeed be a natural consequence of the fact that it is only on marriages or similar occasions that expenditure by a Kunbi comes under observation. The amount spent by a Kunbi of average circumstances on the marriage of his son is from Rs. 50 to Rs. 75, a sum which by itself, even at 24 per cent. interest, could be repaid without much difficulty if his average margin of profit was not forestalled by other debt, and he were treated with fairness and moderation by his sowkar. The constantly recurring small items of debt for food and other necessities, for seed, for bullocks, for the Government assessment, do more to swell the indebtedness of a ryot than an occasional marriage.

Inherited debt.

55. As a matter of fact the ryot's surplus is in the majority of cases already forestalled. Even those who are in fair circumstances and solvent have usually to maintain their credit by handing over all that can be spared of their crop "on account" to their sowkar, and the poorer must do so under pain of civil process. As we have seen in our review of the ryot's past condition there has never been a time when a large proportion of them were not under the burden of debt, and their present indebtedness is in great part a legacy from their forefathers. The inquiries of the Commission enable us to state with some measure of certainty that the chief cause of the present indebtedness of the ryot is *ancestral* debt.

Stimulus to borrowing given by survey settlement contemporary with stimulus to lending given by increased ties for very.

56. It was hoped that the permanent title and the light assessment guaranteed by the survey settlement would so far increase the ryot's profits and stimulate his industry that by degrees he would free himself from the debt which hung round him. The increase in production and the stimulus to agricultural enterprise did indeed follow as anticipated, but debt instead of diminishing increased. We have seen that the facilities for recovery of debt offered by our civil courts had called into existence an inferior class of money-lenders dealing at exorbitant rates of interest with the lower strata of the agricultural poor. As the value of the ryot's title under the survey settlements came to be recognised, and his eagerness to extend his cultivation grew accordingly, a fresh start was given to the money-lender in his competition with the ryots for the fruits of the soil. The bulk of the people were very poor and the capital necessary for extended cultivation could only be obtained on the credit of the land and its produce; existing debt left but a little margin of profit to the ryot even under the reduced assessment; the new debt would go but little way to cover his increased needs.

of new cultivation. While his return in produce for the first year or two would be but nominal, even the most cautious could not be expected to wait for accumulation of profits to take up fresh land for fear that the more wealthy or reckless should be beforehand with him. This too sudden extension of cultivation following the survey assessment was prominently noticed by Mr. Hart in 1841, and we have seen how in the Ahmednagar district it was so excessive as to cause a re-action in the third and fourth years after these settlements.

Increase of population.

57. The increase of the population taken as a sign of prosperity has been a subject of congratulation with the officers who have recently had to deal with the revision of assessment in the Poona District. It is doubtless a feature in the history of this region which as much as any other marks its changed condition during the last 30 years. The returns show an increase in population of about 45 per cent. in that period, and it is possible that the ratio of increase is progressive rather than uniform, as the spread of vaccination, sanitary precautions, and facilities for medical treatment have reduced the virulence of epidemics, and improved communications have made dearths impossible and facilitated access to the markets for labour. We have seen that cultivation has reached its limit. The area of six cultivated acres per head of agricultural population must, considering the precariousness of the climate, be taken to mean that the produce of a good season of but three acres is available to each person of the cultivating class, half of the area of six acres being deducted on account of bad seasons, and the average yield being thus reduced to about half a good crop per annum. Comparing this with Guzerat, where the rainfall is rarely deficient, we find that each member of the ryot's family here has yearly the net produce of three acres of 8 annas assessment, while in Guzerat each member has the net produce of two acres of Rs. 2-13-4 assessment; the former paying Rs. 5-11, to Government, the net produce being in the case of the latter Rs. 10-11, the higher value and having the additional advantage of not being received in kind. It has been estimated that the yearly cost of food and necessities to each member of the family is about Rs. 25. Admitting that the food consumed by his family is about Rs. 12-13, the net value of the produce of the ryot the market value, it is nevertheless plain from the figures of

land shown in paragraph 31 that in a year of average rainfall his receipts from six acres, two of each kind of soil, will leave a very narrow margin for Government assessment and expenses, amongst which the interest on the sowkar's loans in bad years must count as a current and unavoidable charge.

The deficit which frequently exists is made up by the produce of stock and of the dairy, and by the labour of the Kunbi and that of his family and of his cattle. In illustration of this it may be noticed that the Collector of Ahmednagar reported that, owing to the drought and failure of crops in 1871, the agricultural population had to a great extent left their villages in search of labour for their maintenance. This exported labour must be looked upon as maintaining the solvency of the district, for little else is exported. The railway is not used for the export of produce. As stated by the superintendent of survey regarding the ryots of Bhimthari district, the practice is to save the surplus of a good season to meet the deficiencies of bad years. A little produce is sent to Poona in carts for local consumption, but the food grain of the region is consumed by the inhabitants.

Produce of land not alone sufficient for the Kunbi's needs.

58. The normal effect of a pressure of population upon land is that so soon as extended cultivation has reached the limit of profitableness, the cultivating class endeavours by improved agriculture and increased industry to obtain more from the soil. This result is under the present conditions not to be looked for here; on the contrary, there is a widespread belief that land is not so productive as it used to be. That their present state of indebtedness prevents the ryots from making efforts to improve the out-turn of their land there can be no doubt. Writing of the Ahmednagar ryot more than 20 years ago, Lieutenant Burgess of the Survey says, "As long as the ryot is in the hands of the money-lender, how can he prosper being so involved? Should he do so, his prosperity would only make the usurer the richer without materially, if at all, increasing his own resources." This lesson the ryots have apparently now learnt; they find that the lands broken up and the wells dug with borrowed capital yield a profit only to the sowkar. To use Sir G. Wingate's words, "the ryot toils that another may rest, and sows that another may reap." The result has been well shown in a report from the Irrigation Department dated 16th June 1875. It was found that the ryots did not use the water of the Lakh Canal, an important irrigation work in the Ahmednagar District. The Executive Engineer for Irrigation reported to Colonel Merriman, the head of his department, on this subject as follows:—"While on the canal I questioned the ryots closely, and they stated that without exception they were all deeply indebted to the money-lenders, who get as

Industry an enterprise being discouraged by pressure of debt, production is not increased.

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much as possible in the shape of interest on money lent out to each landholder at harvest time. They stated that a very large portion of the value of each crop goes towards paying interest on their debts, and that they are discouraged from taking more trouble than necessary with the cultivation of their land; I consider it very probable that this is the reason why so little is done towards extending irrigation on this canal." The Assistant Collector in charge of the District, Mr. Blathwayt, writes on the same subject to the Collector of Ahmednagar:—"I believe the fact is that the holders of land under the Lakh Canal are generally poor. Their lands have been mortgaged to sowkars who take away the products of the fields for interest of the money lent, and the poor landholders have to trouble themselves for nothing; they have to pay for the water, but could not get the profits to themselves, and consequently do not care to use the water." On the above Colonel Merriman, the Chief Engineer for Irrigation, remarks:—"The reason given by Mr. Blathwayt is a very sufficient one. The district is very thinly populated, and the indebtedness of the cultivators no doubt explains why the progress of irrigation is so slow."

59. Whether the land itself now yields less than formerly it is impossible to determine with certainty. Possibly the belief generally held on this point is in some measure due to the fact that, as cultivation extended until it embraced the poorest and most unprofitable soils, the general average of returns per acre diminished. The estimate of the cultivator was formerly based on the return of the better lands; he has now to include much inferior soil, but has not proportionately reduced his expectations.

Productiveness said to be diminishing.

The following causes, however, may have operated to decrease the actual out-turn of land in cultivation. A consequence of the payment of assessment by registered holdings instead of by actual cultivation is the discouragement of fallows. The ryot having nothing to pay for his wastes could well afford to let his land rest and cultivate portions in rotation. During the early period of our administration, the lands of this region were, as has already been noticed, largely devoted to grazing purposes, and there was no direct Government demand upon the wastes so used. The encouragement given to cultivation by the survey was accompanied by a discouragement to grazing, through the right of pasture being made subject to purchase from Government. The supply of manure from

flocks and herds, the demand for which should have increased with the increase in cultivation, diminished, and doubtless with it must have diminished the fertility of the soil. The following table shows the decrease in non-agricultural stock as shown in a comparison of the census of 1843 with that of 1873 for 219 villages of Ahmednagar Collectorate:—

Cows.			She-Bufferaloes.			Sheep and Goats.		
Census of 1843.	Census of 1873.	Decrease.	Census of 1843.	Census of 1873.	Decrease.	Census of 1843.	Census of 1873.	Decrease.
25,829	23,820	2,009	4,848	4,411	437	68,700	52,294	16,406

Thus it will be seen that, while increasing population demands more from the land than it yielded 40 years ago, the conditions of agriculture have not tended to increase its fertility, and indebtedness has taken away the natural motive to industry—the hope of gain—and thereby prevented relief from the increasing pressure being sought in improved cultivation. We are dealing now with the causes of indebtedness, and have been led to dwell upon one of its consequences; the case is only an illustration of the familiar fact that the consequences of an evil often tend to reproduce it.

Emigration
as a result of
increased
population.

60. Another method in which relief from the pressure of increased population might naturally be sought is emigration. The habits and instincts of the Kunbi make him most averse to leave his village except for a short absence; but we have lately seen a remarkable case in which 19 cultivators with their families, in all 66 persons, most of them inhabitants of Poona District, and many from villages in the area under report, went into Khandesh hoping to find work at Jalgaon, where there is a railway station with large traffic; failing in this they were already on their march to Indore to apply for land under H. H. Holkar, when they were met by Mr. Pollen, the Assistant Collector in charge of the district, through whose means they were settled on waste lands in Khandesh. The cause of their leaving their homes, they informed Mr. Pollen, was that “their lands had gone and their creditors were merciless.” In this case it is true the emigration was directly caused by the consequences of debt, and in so far as the creditors of these men had taken from them their yearly produce of their property unfairly, so far was the pressure which forced them to emigrate due to other causes than the increase of population, but at the same time the operation of this cause is indicated. We find the natural course of events which follow that cause in their story; their yearly income failing, they lived on their capital until that was gone, their labour was not wanted for the cultivation of the land they had lost, and there was no other opening for them nearer home.

Conclusions
as to the
increase of
population.

61. The conclusion which we would adopt on the subject of the increase of population as a cause of indebtedness is that had the agriculture of the district to support only its own producers, including a fair interest on capital actually expended on account of the land, it would be sufficient, with the assistance of the wages of exported labour during the idle season and bad years, to maintain them at their present number, and larger returns might be obtained from the land by improved cultivation to meet a still further increase. But agriculture pays a heavy tax to the sowkar, much of which neither represents expenditure on account of the land nor ever returns to the land; such holdings as pass into the hands of the sowkar will not under hired labour support so many persons as lands cultivated by proprietors, and these holdings are yearly increasing. Revised assessments have already in a portion of this region reduced the margin of the ryot's profits and thrust the creditor's demands further upon his capital; the revision of the remaining districts will make this encroachment more general than it is at present. It is not to be expected that increasing population will produce improved out-turn; the demands of the creditor are sufficient to absorb any increased return, and the profit of labour invested will go to the sowkar to the discouragement of such investment by the ryot in future. Without such improvement in agriculture the return from the land must be expected to diminish rather than increase.

Increase of
money-
lenders and
money-lend-
ing business.

62. Another cause of the increase of indebtedness is the facility with which the money-lending class can command the assistance of the law in the recovery of debt, and consequent upon that facility an expansion of the ryot's credit, inducing numbers of small capitalists to compete for investments in loans to the Kunbi. We have already quoted Sir G. Wingate's remarks on this point; although at the present time other causes have combined to impair the ryot's credit, still one material cause of his present condition must undoubtedly be sought in the state of things described in 1852, and since that date

other causes have operated to aggravate immensely the evil which was then discerned. What facilities were afforded by the law to the creditor in 1852 have been greatly enhanced by the introduction of the present procedure in 1859, and by the punctual conduct of judicial duties now exacted from the subordinate courts, while the ryot's credit has been enhanced by the addition of his land and agricultural stock and implements to the security liable for his debts.

The introduction of compulsory registration of deeds dealing with immovable property in 1865 protected the creditor from attempts to repudiate or dispute a registered bond. In the meantime the ryot's estate had risen in value, and new cultivation offered securities for new loans; his personal solvency was assured by the large demand for labour on the railway and other public works, and his title in his land was in 1865 recognized and secured by an Act, which confirmed the rights vested in him by the survey settlement. The American war from 1862 to 1865, while on the one hand it poured money into the country to seek investment, on the other hand raised to an extravagant pitch the value of agricultural securities. To the above causes tending to attract capital to the business of agricultural money-lending, we may add that in the dearth of other industries in this country, with a population whose wants embrace little but the merest necessities, capital, which under other conditions would find employment in trade or manufactures, here naturally turns to agricultural investments, and almost the only course open to the clerk or servant who has saved a little money in a village sowkar's employment, and desires to earn an independent living, is to set up in the same business himself, preferably in the place where he is already known.

63. The inquiries of the Commission have made it clear that the smaller class of sowkars, who are also the most unscrupulous, have increased very considerably during the last 10 years, and that it has been a common practice for the ryot to borrow from one sowkar to pay another, or to borrow from two or three at a time. A result of this is that in the competition with inferior members of their class even respectable sowkars are obliged more and more to resort to the methods of swelling the debt and coercing the debtor practised by them. We here quote again the letter of Sir G. Wingate describing the change in the relations of the parties:—

Increase in inferior kind of money-lending business.

"The prosperity of the ryot is no longer necessary to the prosperity of the village money-lender. The latter has no longer occasion to trust to the good faith or honesty of the former. Mutual confidence and goodwill have been succeeded by mutual distrust and dislike. The money-lender has the ever-ready expedient of a suit at law to obtain complete control over the person and property of his debtor.

The money-lender has reduced the ryot to a state of hopeless

It becomes the interest of the former to reduce the latter to a state of indebtedness in order that he may be able to appropriate the whole fruits of his industry beyond what is indispensable to a mere existence. This he is enabled without difficulty to do. So long as a ryot is not much involved, the money-lender is ready to afford him the means of indulging in any extravagance without troubling him at all about future payment. The debt may lie over and he may choose his own time for repayment. The simple and thoughtless ryot is easily inveigled into the snare, and only becomes aware of his folly when the toils are fairly around him and escape is impossible. From that day forward he becomes the bondsman of his creditor. The latter takes care that he shall seldom do more than reduce the interest of his debt. Do what he will, the poor ryot can never get rid of the principal. He toils that another may rest, and sows that another may reap. Hope deserts and despair possesses him. The virtues of a freeman are supplanted by the vices of a slave. He feels himself to be the victim of injustice, and tries to revenge himself by cheating his oppressors. He cannot get into a worse position than he already occupies, and becomes reckless. His great endeavour is to despoil his enemies, the money-lenders, by borrowing continually. When he has got all that he can from one, it is a triumph to him if by any amount of lies and false promises he can get something more from another. When he has two creditors there is a chance of their fighting with each other, and that during the fray he may be able to snatch a portion of the spoil from both."

✓ 64. In the process of swelling his account the sowkar has received material assistance from the Limitation Act of 1859, to the operation of which is universally attributed much of the present burden of debt. The Judge of Tanna thus writes on the subject, 17th May 1873:—"In bonds founded on old bonds which have nearly run the period of limitation, it is impossible to estimate what proportion of the consideration was actual cash payment. The Limitation Law, a statute of peace, made for the purpose of protecting obligors, is practically an engine of extortion in the hands of obligees. When a bond is approaching the age of three years, it is usual for the creditor to threaten proceedings,

The Limitation Law.

“ and so reduce the debtor to pass a new bond, of which the principal and interest of the old bond and sometimes a premium form the consideration.” Again, the Judge of the Small Cause Court, Ahmedabad, writes, 1st September 1875 :—“ Short duration provided for in the Limitation Act, though intended to prevent frauds and difficulty of proving a case when long interval has elapsed between execution of the note and the trial, produces great hardship, and furnishes opportunities to the creditors for cheating their debtors. The debtors belonging to agricultural or rather industrious classes are harassed every two years for a new bond or payment of money. Creditors always leave a margin of one year as a measure of precaution. *If the law makes three years, they always make it two, because they may have to go to another place, or the debtor may go elsewhere.* * * * The two years is not a sufficient time within which a cultivator can pay money. Perhaps it was borrowed for his son’s marriage, or for planting sugar cane, or making a garden, and will require six or seven years to pay the debt.” The uncertainty of the seasons in the district under report of course makes it less suited than the average of districts for a law compelling settlement of accounts at short dates. On the subject of the effect of the Limitation Law as a cause of increasing debt, we invite attention to the illustrations contained in the accounts appended to the memorandum of Mr. Shámbhu Persad Laxmilall.

The revenue system.

65. It is evident that a revenue system which levies from the cultivators of a district, such as that now dealt with, the same amount yearly without regard to the out-turn of the season, must of necessity lead to borrowing. In bad years the ryot *must* borrow. The necessity remains even when the assessment is fixed far below the standard of a fair season, for his creditor would not allow him to retain the savings of a good year even if he were prudent enough to desire to do so. How the levy of an assessment representing an average operates in his case was well illustrated to the Commission by a popular fable exposing the fallacy of applying a standard of averages in unsuitable cases. A man, it was said, desired to ford a river, and inquired the depth at various distances across; in some places the stream would be over his head, at another point but ankle deep, and so forth; finding the average to be within his depth, he attempted to cross, and was of course drowned. Thus the first year of drought which finds the ryot under an inflexible revenue demand will surely lead him into debt, and for every rupee paid into the treasury he will probably pay three or four to the creditor. The Appendix contains the notes of evidence collected by the Commission at the village of Ghospuri, in the Ahmednagar District. In this village the ryots have set up business as sowkars within the last seven years, and now have a capital amounting to about Rs. 11,000. In their examination they have claims

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by the Commission they state that they had got into the position of supplying the people generally with all their needs, cash for the assessment, &c., and that during the period of high prices and under the former revenue assessment the people had no difficulties; in 1870 the village, which had been under the revenue management of H. H. Scindia, was assessed, and “ the revenue was managed strictly, not as before with balances left outstanding, so the people were pushed and there was a difficulty in meeting their debts.” We do not ascribe the growth of the Ghospuri ryots’ debts so much to the rigid revenue system as to other causes; but the system plainly ranked as of importance in the opinion of these sowkars, and it is beyond doubt an element in the causes of embarrassment.

Effect of the American war.

66. Although the high prices of produce during the American war from 1862 to 1865 were balanced for the ryots of the disturbed district by a series of bad seasons, still the ryots drew large profits from the competition for labour by migrating for a time to Poona or Bombay, where the labour available was employed at extravagant rates. The monthly wages of a common coolie in Bombay rose from Rs. 7-12-0 in the period of 1860-62 to Rs. 13-8-0 in 1863. During the construction of the railway about 25 lacs of rupees were spent in the area of the disturbed villages in payments such as would remain in the district. Outside the district itself, but only 60 miles distant, the works on the Bhór Ghát gave employment to thousands; one contractor on a line of 14 miles employed nearly 40,000 labourers. Following on this after a short interval came an increased expenditure on public works, rising in 1868-69 to about 31 lacs on public works and irrigation in Poona district alone. During the years from 1862 to 1867 the cantonment of Poona was the scene of extraordinary activity in private building operations, some on a very large scale, and the sums spent on ordinary labour in these works could not have been much, if at all, less than those spent by Government in the same area. But, besides the advantage of high wages, the agricultural population drew a more questionable advantage from their position as landholders. Through the immense stimulus given to the production of cotton and the cheapness of money, agricultural produce and land had attained an extravagant value, and the ryot’s powers as a borrower were those of a

capitalist rather than a labourer. The following paragraph occurs in a letter of 26th July 1861 from the Government of Bombay to the Government of India on the subject of the high prices then ruling in the presidency:—

“There never was a time during the known history of Western India when land suitable for the growth of grain was in greater demand than during the present period of high prices of unskilled labour. It may be said with almost literal truth that not a thousand acres of land which has been cultivated within the memory of man are now to be found uncultivated in the districts of the Deccan and the Konkan, whence the unskilled labour and the grain which feeds it in and about Bombay are mainly drawn.”

The suits connected with land in the Ahmednagar District Civil Court are returned as follows for this period:—

	1861.	1862.	1863.	1864.	1865.
No. of suits - -	318	354	449	497	689

Similar suits in the Poona District were as follows:—

	1861.	1862.	1863.	1864.	1865.
No. of suits - -	282	591	520	580	632

In the year 1851 there had been 98 cases under this head in Ahmednagar, and 75 cases in Poona. The civil prisoners of the district of Ahmednagar who had, as previously stated, averaged 29 in number from 1860-3, numbered 6, 3, and 9 during the years 1864, 1865, and 1866 respectively.

The increase in the value of land is illustrated by the rapid growth of litigation regarding it, and the increase in the ryots' credit is shown by the decrease in the compulsory processes for recovery of debt. Thus though the ryot's land in the disturbed region brought him little actual income during this period of fabulous prices but scanty crops, it nevertheless brought him the fatal gift of almost unlimited credit destined soon again to collapse.

67. We will here enumerate the causes of indebtedness shown in the foregoing paragraphs:— Summary causes of debt.

1. Poverty associated with an unproductive soil, precarious climate, and irregularity in the receipts of income.
2. Ignorance of the value of land and of the value of the produce.
3. Extravagance.
4. Ancestral debt.
5. Expansion of credit associated with the stimulus to agricultural enterprise caused by the survey settlement.
5. Increase of population, while the return from land was not increasing.
- ✓ 6. Facilities for borrowing owing to the number of competing money-lenders attracted to the business by the advantages offered to the money-lender by our law and other circumstances.
- ✓ 7. The Limitation Law as leading to renewals on usurious terms.
- ✓ 8. The revenue system of a fixed demand associated with the variations in the seasons.
9. The temporary inflation of credit during the American war accompanied by an enormous increase of capital seeking investment.

It is not intended to place these causes in the order of their relative importance, and it will be seen that some of them (1, 2, 3, 4) have been from the earliest times marked features of the condition of the peasantry with whom we are dealing; the rest are of more recent growth, and, with the exception of the last, are associated more or less with our laws or administration.

The Period preceding the Riots.

68. The foregoing review of causes contributing to the ryot's indebtedness has brought us down to the period immediately preceding the riots.

With the close of the American War in 1865 the flow of capital into the country ceased. Prices of produce did not fall immediately, however, but the season of 1866-67 was one of severe drought and that of 1867-68 of partial failure, and the effect of contracting credit following the stoppage of the flow of capital began to be felt in 1868. Prices fell quickly after 1870-71. The following figures illustrate the rapidity and extent of their decline:—

Relations of sowkar and ryot in the years 1867-75. Contraction of credit.

Prices in Poona Market (seers per Rupee).			Prices in Indápur Market (seers per Rupee).		
Years.	Jowari.	Bajri.	Years.	Jowari.	Bajri.
			1865-66 - -	18	15
			1866-67 - -	25	18
			1867-68 - -	37	25
			1868-69 - -	28	21
			1869-70 - -	26	21
1870-71 - -	13	16	1870-71 - -	28	26
1871-72 - -	10	13	1871-72 - -	22	20
1872-73 - -	15	20	1872-73 - -	30	25
1873-74 - -	21	27	1873-74 - -	49	31
1874-75 - -	20	26	1874-75 - -	45	35

Simultaneously with the fall in prices other causes contributed to affect both the ryot's credit and his power of payment. The large expenditure in public works, which from the time of the construction of the railway down to 1871 had subsidized the district with large sums in wages, was suddenly contracted. The expenditure in the Public Works Department and Irrigation Department in Poona District, which, as has been shown, was 31 lacs in 1868-69, in 1873 had fallen to about 11 lacs. Beside the drought of 1866-67, and the partial failure of the season following, there was serious failure of crops in 1871. Just at this crisis for the indebted ryot the work of revision of assessment in the Poona District commenced, and by enhancing the Government demand reduced materially the margin available to the sowkar.

69. Under the ryotwari system of the Bombay Presidency the assessment is paid by the cultivator directly to Government. In 1836-37 the assessment by survey and settle- ment was commenced. The land was divided into fields which were classified according to their quality, the assessment was then imposed according to the classification, the amount of the demand being determined by the experience of former years. The culti- vators were recognised as holding their occupancies by a heritable and transferable right, and the assessment was settled for a term of 30 years.

The first taluka settled was Indápur in 1836-37, and other talukas of Poona and Sholápur followed in 1840 and 1841.

Owing to the expiration of the term of 30 years, the settlements have been revised in the period from 1869 to 1872. The following table shows the effect of the revision in the talukas in question in Poona District :—

Taluka.			Former demand.	Revised demand.	Increase.
			Rs.	Rs.	Rs.
Indápur - - -	-	-	81,184	125,845	44,661
Bhimthari - - -	-	-	81,475	133,131	51,656
Haveli - - -	-	-	80,475	133,174	52,699
Pábal - - -	-	-	92,359	139,315	46,956
Supa - - -	-	-	59,926	78,788	18,862

Owing to the failure of crops in 1871 large remissions were granted in that year, and owing to other causes the revenue actually levied in the revised districts was not increased to the extent shown in the above figures, but the general result of the new settlement was to make a large retrenchment from the ryot's profits. It may be mentioned that the enhancements above shown were reduced considerably in 1874 owing to the continuous decline in prices.

70. The effect of the fall in prices, aggravated doubtless by the circumstances just enumerated, was, first, to reduce the ryot's power of payment ; secondly, to cause creditors to seek recovery of debt by all means in their power or to enhance their security by the conversion of personal debt into mortgage of land ; and lastly, to check further advances to the ryot. The returns of the Registration Department show very clearly how severe has been the pressure upon the ryots in the disturbed districts during the six years preceding the riots. As the returns of the Registration Department for the year 1868 do not admit of the figures for that year being cited for the Poona Districts in totals, we will cite first the figures for the period from 1869 to 1874 in the two talukas in which they are most striking. We find the following return of deeds of sale and mortgage of immovable property in the Indápur and Bhimthari Talukas :—

Contraction of credit, illustrated by registration returns.

		1869.	1870.	1871.	1872.	1873.	1874.
Bhimthari - -		581	712	689	793	888	610
Indápur - -		293	483	519	581	526	216
		874	1,195	1,217	1,374	1,414	826

The deeds of the same character registered in these two districts together in the years 1866 and 1867 numbered 752 and 591.

As subordinate to these totals it should be noticed that the increase in the number of deeds registered for values of less than Rs. 100, the registration of which is not compulsory by law, is still more remarkable. Registration has generally the effect of estopping the executant from contesting a claim brought on the deed registered. The sowkar therefore will, if possible, obtain registration. The deeds so registered show the following figures :—

		1869.	1870.	1871.	1872.	1873.	1874.
Bhimthari - -		112	189	199	199	224	155
Indápur - -		61	132	151	140	103	49
Total -		173	321	350	339	327	204

In the Ahmednagar district a similar process is indicated by the Registration returns, a continuous and growing demand upon the land both as security in mortgages, and for satisfaction of debt by sale. The increase in sales is a convincing proof of the pressure brought to bear upon the land-holding class during these years of declining credit. The following figures show the registered deeds relating to immovable property in the disturbed districts of Ahmednagar during the years above noted :—

From 1865 to 1868.					From 1868 to 1874.			
Sales.		Mortgages.			Sales.		Mortgages.	
	No.	Value. Rs.	No.	Value. Rs.	No.	Value. Rs.	No.	Value. Rs.
Nagar -	765	2,79,947	1,379	5,74,577	1,544	5,52,013	2,927	8,62,361
Shrigonda -	301	52,874	1,596	2,97,397	473	80,390	1,022	2,80,592
Párner -	280	64,604	1,297	2,73,912	367	81,538	1,427	3,97,575
Karjat -	27	3,660	75	14,725	484	70,498	1,304	2,34,513
	1,373	4,01,885	4,947	11,60,611	2,868	7,84,439	6,680	17,75,044

In the dealings between sowkar and ryot the mortgage of land is the last stage but one; its actual transfer is the last of all. The value entered in the Registration returns represents the amount of the debt on paper at these final crises, and is a measure, not of the actual value of the property, as has been assumed by the survey officers, but of the amount of the sowkar's claims against the landholder. The increase in these values during the period under consideration will therefore afford a good criterion of the degree of incumbrance laid upon the ryot's capital or extinguished by its transfer. The following figures show these values in the districts of Bhimthari and Indápur :—

		Bhimthari.		Indápur.		
		Sales.	Mortgages.	Sales.	Mortgages.	Total.
1869-70 - -		11,939	85,489	1,425	47,147	1,54,000
1870-71 - -		28,830	1,03,494	23,704	70,656	2,26,684
1871-72 - -		26,981	1,10,284	18,044	74,595	2,29,904
1872-73 - -		16,616	1,34,516	25,624	85,562	2,62,318
1873-74 - -		38,319	1,38,752	30,167	75,331	2,82,569
1874-75 - -		32,222	77,970	14,592	27,832	1,52,616
Total - -		154,907	6,50,505	121,556	3,81,123	13,08,091

A return is given in the Appendix of deeds relating to immovable property in the App. C., disturbed villages of the Bhimthari Taluka from the first commencement of registration, p. 317.

which illustrate the growing pressure still further by comparison with the transactions of years previous to 1867-68.

The following figures show the number of registered transactions in those villages for the years 1865 to 1875 and the values in totals:--

Year.	Mortgages.		Sales.		Total.	
	No.	Value.	No.	Value.	No.	Value.
		Rs.		Rs.		Rs.
1865 - -	14	7,037	4	2,700	18	9,737
1866 - -	18	6,624	9	2,104	27	8,728
1867 - -	28	9,594	6	1,089	34	10,683
1868 - -	37	16,826	7	2,423	44	19,249
1869 - -	66	18,779	24	3,546	90	22,325
1870 - -	86	22,868	21	3,990	107	26,858
1871 - -	73	16,992	22	5,710	95	22,702
1872 - -	63	14,556	36	6,888	99	21,444
1873 - -	97	28,744	44	6,271	141	35,015
1874 - -	64	20,297	18	5,827	82	26,124
1875 - -	13	2,508	7	936	20	3,444
Total -	559	1,64,825	198	41,484	757	2,06,309

It must be noted that instances of the redemption of mortgage are almost unknown ; a mortgage is equivalent to the transfer of the ryot's title ; his interest in the mortgaged land, where as is usual he remains upon it as cultivating for the mortgagee, being that of a tenant at a rackrent.

The above returns show that the pressure increased up to 1873-74 and then suddenly declined. It is apparent that the strain had been relieved by the sacrifices indicated in the figures above, added to the deductions from the ryot's capital made by execution of decrees which will be noticed below.

The civil courts' returns.

71. In the returns of the Civil Courts we find the same features presented. As has been already stated, suits for debt in Poona District averaged about 6,000 during the five years from 1862 to 1867. The following are the figures for the years after 1867 :--

	1868.	1869.	1870.	1871.	1872.	1873.
No. of suits -	6,972	6,684	14,742	6,738	13,788	13,986.

The very ~~large~~ increase in 1871 is to be accounted for by the drought of that year. A dearth of agricultural produce is accompanied by decrease in suits for debt, there being no assets to recover ; the creditor only sues on expiring bonds of which he cannot get renewal. The Small Cause Court at Poona has jurisdiction in a district which was but slightly affected by the drought of 1871. Its returns are as follows :—

	1868.	1869.	1870.	1871.	1872.	1873.
No. of suits -	6,848	7,454	8,771	8,429	9,449	9,774

In the Court of Talegaon in the disturbed district of Poona, the number of suits rose from an average of about 1,400 in the years 1865-67 to an average of 2,500 in the years 1872-3-4. It is an unfortunate circumstance that, owing to a re-distribution of jurisdictions in 1869, the returns of Ahmednagar civil business do not allow us to compare the figures of judicial returns before and after that year. The Ahmednagar Small Cause Court returns, however, show the usual increase of business during the years of reaction, and it is worth while to notice the large increase in the number of applications for execution of decrees in Ahmednagar and in their incidence upon immovable property during the years from 1870 to 1874. The numbers are as follows :—

Year.				No. of Decrees.	For attachment of immovable Property.	For Sale of immovable Property.
1870 - - -				17,277	1,282	1,015
1871 - - -				16,855	1,208	1,630
1872 - - -				14,381	1,166	3,335
1873 - - -				25,782	2,915	1,907
1874 - - -				19,549	2,608	1,786
Total -				145,027	14,134	12,120

In the same manner in the Poona District applications for execution rose from 12,502 in 1868 to 28,894 in 1873, and the sum realized by sale of immovable property from 91,071 to 169,127. It must be noted that the value of such property is in no way represented by the sum realized, which is often, for reasons which will be stated hereafter, only a fraction of the value.

72. During the same period there has been a very marked increase in the difficulty of collecting the land revenue not only in the Talukas of Poona where the enhanced assessments pressed directly upon the monied classes, who were able to organize and sustain resistance to the demands of Government, but in other Talukas, and in Ahmednagar, the period from 1868-69 to 1873-74 was marked by an unusual amount of remissions and arrears. The revenue returns.

73. At the same time the area of cultivation contracted all over the Presidency, wherever the poorest soils had been brought under the plough during the period of artificial prosperity from 1862 to 1866. In the Appendix will be found the opinions of Revenue officers connecting this decrease in cultivation with the pressure of debt. A decline in prices so serious as that of the last four years must by itself be expected to reduce the area of cultivation, but the ryot is very loath to abandon land in which he has invested his labour, so long as it will yield the smallest return. A return can only be secured from the poorest soils when the entire surplus above wages is left with the cultivator. When heavily indebted the cultivator will not be able to secure this. The Government has lately received a report on the declining prosperity and receding cultivation in the villages recently colonized in the Pal Tapa District of Khandesh, which well illustrates the effect of indebtedness upon agriculture. It is found on reference to the villages paying rental *in kind* to Talukdari estates which form a large portion of Northern Guzerat that cultivation in them is not decreasing; in them the ryot has no proprietary rights, and has consequently little credit, and he has also but little debt compared with the cultivator under the ryotwari tenure. Besides this mass of indirect evidence we have the direct evidence of sowkars in the disturbed districts that their business has been reduced to the lowest point for some time past. App. C., p. 276.
Decrease in cultivation.

CHAPTER IV.—THE EXTENT AND NATURE OF THE INDEBTEDNESS OF THE RYOTS.

74. In the foregoing pages we have endeavoured to show that the normal condition of the bulk of the ryots in the disturbed districts is one of indebtedness; that, owing to causes, some natural and others the result of our administration or of internal circumstances, this indebtedness had grown to an extreme point during the 20 years preceding the riots; that many years ago elements of danger to the public peace were detected in the temper of the ryot smarting under the consequence of his debts; lastly, that these consequences, averted for some time by the transient prosperity of the American war period, returned with multiplied force during the six years preceding the riots. Resumé of previous chapters.

In the following pages we shall endeavour as briefly as possible to show the extent of the indebtedness as it at present exists, the nature of the dealings between sowkar and ryots, the bearing of our law upon their relations to one another, and the particular points which, by giving rise to a sense of hardship, constitute the elements of danger of which we have lately had warning. Subjects of following chapters.

Extent of Indebtedness.

75. The extent of serious embarrassment through debt can be ascertained with fair accuracy from the inquiries of the Commission. It appears that about one-third of the occupants of Government land are embarrassed with debt, that their debts average about 18 times their assessment, and that nearly two-thirds of the debt is secured by mortgage of land. For 12 villages the results in figures are as follows:—

Total number of Government occupants	-	1,876
Number of do. embarrassed	-	523
Assessment payable on their holdings	-	Rs. 10,603
Amount of debts on personal security	-	„ 1,18,009
On mortgage of land	-	„ 76,233

Analysis of embarrassments in 12 villages.

The proportion of khatas indebted to the total number of khatas in these villages is 28 per cent. The total debt is more than eighteen times the assessment. Of the occupants in embarrassed circumstances, about two-thirds hold land of less than Rs. 20 assessment.

These figures entirely confirm the opinions stated to the Commission on the subject by the local officers, and tally in great measure with the results of investigations into indebtedness in other districts. It must be noted that the amount of his assessment is not an absolute standard of a ryot's solvency. Many cultivate the lands of Wattandars or Inamdars in addition to their Government holdings, and the assessment does not show any addition for well irrigation, though the share in a well is a property of some value, and as such much sought in security for debt. Of the cultivators not included among the embarrassed class, some are in good circumstances, but the lowest stratum is but little removed from embarrassment; continuous bad seasons or further fall in prices would rapidly swell the proportion of embarrassed to solvent ryots, for there is no hard line between the 28 per cent. involved and those above them.

App. C.,
p. 198.

App. C.,
p. 181.

76. The extent to which land has been lost to the cultivating class cannot be determined with accuracy, for much land is held in mortgage, of which the occupancy is not transferred to the sowkar. In the villages scrutinised by the Commission in the Ahmednagar District, it was found that about one-eighth of the occupancies had on an average been transferred to sowkars, viz., that the direct assessment payable by sowkars for land was about one-eighth of the whole demand on the village, but this only represents the amount of land in their occupancy as Government tenants. The increasing extent to which land is passing from the Kunbi to the sowkar has been illustrated above by the growth of the money-lenders' khatas. The statements in the Appendix show that these properties have been acquired within the last 20 years, and for the most part within the last 10 years. In 1854 there were six suits on mortgage bonds of immovable property in the Court of Talegaon in the disturbed district of Poona, of which four were against Kunbis; in 1872 there were 192 suits of this description, of which 143 were against Kunbis. In the other courts having jurisdiction in the disturbed portion of Poona three decrees were issued on this class of suits in 1854, of which two were against Kunbis; in 1872, 98 decrees issued, of which 69 were against Kunbis.

App. C.,
p. 246.

The case of individual sowkars brings out this feature of our subject in a more striking light. Tularam Karamchand, of Párner, had no land when he commenced business between 30 and 40 years ago; he has now land paying Rs. 604 in his *occupancy*, with much more mortgaged without transfer of occupancy. This land was valueless before the survey, and his property of about 1,000 acres must have been accumulated during the last 20 years. Chandrabhan Bapuji, of Párner, similarly has accumulated land of Rs. 923-7-7 assessment by actual transfer of occupancy. Seven sowkars of the village of Kashti have acquired in occupancy right lands paying Rs. 323 during the last 10 years. Fatehchand Marwari, of Balandi, says he has about Rs. 225 to pay for assessment. It is ascertained that the whole of the land in his occupancy has been transferred to him within the last 12 years. It is, however, unnecessary to multiply examples, as the returns of the Registration Department quoted elsewhere show the rate at which the Kunbi's land has been going out of his possession and into that of the sowkar.

The real
value of a
ryot's oc-
cupancy.

77. It is difficult to ascertain with any certainty the selling value of ordinary ryots' occupancies in the region under report. There are few *bonâ fide* sales for cash; the returns of the Registration record as shown above are valueless for this purpose, and the revenue sales of defaulters' holdings are for other reasons little more reliable. The estimate may perhaps be hazarded that an average of seven years' assessment of dry-crop land would be a good price to the seller at present. Irrigated land would fetch a much higher price, possibly up to 15 or 20 years' assessment. Taking the debt of the 12 villages dealt with above, Rs. 194,242, we find it is due from occupancies of Rs. 10,603 assessment; a liberal estimate of the selling value of these occupancies would not exceed an average of 10 years' assessment, and it is plain that the debt is nearly double the capital value of the land to an ordinary purchaser. The solution of this apparent anomaly is that the amount of the debt as represented in the bonds held by the sowkar is far more than the real value of the consideration which has passed, and the sowkars in no case expect to be paid in full; secondly, that the ryot's land is often more valuable as security to the sowkar than it is as an ordinary investment to a purchaser, for, through the great reluctance of the ryot to sever all connexion with his land, the sowkar is able to exact more than the ordinary rent; and thirdly, the land is not the only security which the sowkar holds; the law gives him a command not only over the debtor's movable property, but over his labour and the labour of his family.

The nature of the dealings.

78. The nature of the dealings between sowkar and ryot is so copiously illustrated in the Appendix that a brief sketch here will suffice. It will be noticed that the trans-

actions are all conducted by means of bonds ; an account current is hardly known. There is usually a debt of long standing, probably inherited, the interest of which makes a yearly debit. Beside this debit there are the retail transactions called in the vernacular "give and take," meaning that the debtor delivers his produce, or as much of it as he is obliged to deliver, to his creditor, and the creditor supplies his needs, clothing, assessment, seeds, food, and cash for miscellaneous expenses. Every now and then a larger item appears on either side, a standing crop as yet unripe is perhaps sold after a valuation either to the creditor himself or another,—the creditor in the latter case getting the price paid,—or a pair of bullocks or cow and calf are given to the creditor on account ; against this the debtor draws occasionally a considerable sum for a marriage, for the purchase of land or bullocks or a standing crop, or for the digging of a well. Bonds are continually passed as the account progresses ; sometimes a bond is taken as a deposit, and the debtor draws against it ; or a small transaction is included in a larger bond and the debtor is to draw against the balance.

79. Marwari sowkars keep accounts, but often only in the form of a memorandum book ; money-lenders not belonging to the trading classes often keep no accounts, but with all the bond is the recognised record of the transaction. Bonds are never or very rarely made for large amounts. When a large amount of debt has to be reduced to paper several bonds are drawn, thus a debt of Rs. 175 will be represented by one bond of Rs. 100, another of Rs. 50, and a third of Rs. 25. Probably the chief object of this arrangement is that the sowkar may have means to get a decree without much cost. A decree of Rs. 25 bond will usually give him the power over the debtor that he requires to compel him to meet demands on account of the entire debt of Rs. 175, and will not cost so much. Moreover, interest usually ceases on a bond being converted into a decree, and it is not to the bondholder's advantage to take a decree for the whole debt. When the debt has reached an amount for which the ryot's personal security is not sufficient, it is commonly converted into a mortgage of land ; where the ryot possesses a well or a share in a well, the well or share, together with the irrigated land, are preferred as security. Sometimes a joint security of another ryot of substance is added to the personal bond ; in such cases the joint surety usually has a direct interest in the loan, or as a near relation assists the debtor, or his security is purchased by private arrangement. Often before the mortgage of land is resorted to there is a mortgage of the debtor's house, bullocks, crops, cart, or other movable property. When bullocks are mortgaged the debtor has to pay for their hire, which thus becomes the interest of the loan. When the mortgage of land is completed it is usual in the Ahmednagar district for the right of occupancy to be transferred to the creditor in the Government books. This is not the case in Poona. It is not easy to trace the cause of this difference in the practice of the two districts, but it is probable that the assessment being lower in Ahmednagar, there is more to be got out of Government land, and the Marwari, who has almost a monopoly of money-lending in Ahmednagar, is harder and more exacting in his terms than the sowkar of the Poona district, while at the same time the ryot is, if possible, more ignorant and helpless. It is not uncommon for the Ahmednagar ryot to continue paying the assessment of his land after he has transferred the right of occupancy to his mortgagee.

80. When the land has been transferred by mortgage the sowkar almost invariably commences by leaving the debtor in occupation as tenant, and a form of mortgage exists in which the profits of the land really are all that is mortgaged, as the tenant is left in possession without any transfer or acknowledgment of the mortgagee's right, so long as he delivers the produce yearly. On a failure of the debtor to deliver the produce the mortgagee usually obtains possession. Sometimes the produce of the land is made to represent the interest of the loan, but more usually a specific rate of interest is cited in the mortgage bond. The debtor holds as tenant on every variety of terms and conditions. Often these are reduced to writing ; either a lease or a deed of partnership (as the vernacular name runs), or a simple contract, where a rent in money is stipulated. Often it will be found that the rent is adjusted to cover the interest agreed on in the mortgage bond. As the amount of capital in the mortgage bond is usually more than the value of the land at 12 per cent. interest, and as the rate of interest in the bond is usually at least 18 per cent., it follows that the land will not yield the required sum, and thus the mortgagee constantly receives the full actual rent of the land, and in addition exacts bonds for the yearly deficit. Often the rent is settled in *kind*, and the rates are mainly determined by the power of the mortgagee to screw his tenant. One mortgagor tenant in his statement used the following words :—"I cultivate the land, but I have *no right* to take for my use any of the produce of the field." Doubtless, under the hardest conditions, the tenant *does* take something, as was admitted by another ryot, who was bound to hand over the entire produce of a field to his sowkar ; on the other hand, much land is held

by mortgagor tenants in Poona at the usual rental terms, viz., half of gross produce of dry-crop and one-third of irrigated lands; the mortgagee paying the assessment, and seed and expenses being shared in the proportion of their respective interests in the crop. In Ahmednagar the sowkar has more power over his debtor and trusts him less, and regular contracts as to rent are not so usual, but the tenant is expected to pay the assessment and expenses and hand over the rest of the produce. One regular contract is in evidence under which the mortgagor tenant had to pay the assessment and half the crop of irrigated land. Considering the expenses of such cultivation, this means tenancy with insufficient wages. On the other hand, a mortgagor tenant, whose bond was backed by a good security, got his land to cultivate at one-fourth the produce, assessment and seed being supplied in the proportions of the landlord and tenant's interests in the crop. When the tenant pays in kind his payments may exceed the amount of interest stipulated in the mortgage bond, but he keeps no account of such payments, and the creditor was found in all cases inquired into by the Commission to have no conception of his responsibility for accounts on this head. As the responsibility cannot be enforced by the ryot, it practically does not exist. Doubtless most mortgagee landlords *have* an account, but the ryot cannot get it without going to court, which to him is out of the question. Another form of mortgage, which is usually entered into only when the parties have come to a final settlement, is the transfer of the land to be enjoyed for a certain number of years in satisfaction of debt (*vivum vadium*); it is usually found, however, that before the period has expired the mortgagee has established claims giving him a further lien on the land. A similar method of settlement by an instalment bond is gladly accepted by a debtor, but here again the failure to pay one instalment in a bad year usually gives the debt a fresh departure. As above stated, the sowkar as mortgagee landlord usually allows the ryot to cultivate the mortgaged land, and as long as the ryot is left in this relation to his fields he accepts his fate without much bitterness. It often happens, however, that owing to default in payment by the tenant, or to better terms being offered by another, or to the cattle and implements of the tenant being sold in execution of a decree, it ceases to be the interest of the mortgagee to leave the cultivation in the tenant's hands, and the land is then taken from him.

Instalment
bonds.

Labour
bonds.

81. Beside the security of the ryot's personal credit, stock, and movables, house and lands, and the joint security of a surety, the labour of the ryot is also drawn into his dealings with the sowkar. This form of bond is not uncommon in Ahmednagar, the terms being that the debtor is to serve the sowkar and that his wages are to be credited at the end of the year, or that a certain sum is to be worked out by service to the sowkar for a certain period. Sometimes the wife's labour is also included in the bond.

Stipulation
regarding
receipts in
bonds.

It is an almost universal practice to enter in bonds that "no payments are to be alleged by the debtor unless they are certified by a receipt under the creditor's signature," or "that on payments being made the bondholder shall pass a receipt." As no instance has come to notice of a creditor giving a receipt for part payments, it must be presumed that the former stipulation is inserted in order to deter the debtor from pleading part payment when sued, and the latter stipulation to satisfy the debtor's desire to have something in the bond which shall make it the duty of the creditor to pass receipts.

All dealings
are reduced
to bonds.

One of the most noticeable features of these sowkars' dealings is the peculiar system of retail business which reduces all transactions, even the most trivial, to the form of written contracts. This system does not prevail to the same extent in other parts of the presidency, where the account current is kept open until the balance has reached an amount which makes further security desirable. The invariable use of bonds in the region under report is probably the result of the more precarious character of the ryot's assets, due to his greater poverty and to the uncertainty of the climate, and it is an indication of the extent to which the character of ordinary trade transactions has been affected by their alliance with a money-lending business, much of which is unsound. The ryot is constantly in great need, and has thus most limited choice in his means of relief. The sowkar is sharp in business and fully understands the weak side of the Kunbi and the urgency of his necessities. The terms upon which they deal are that every debit is to be protected by a bond giving the sowkar unlimited powers of recovery, and that the credit side is to be left to the honesty of the creditor.

CHAPTER V.—THE CAUSES OF HOSTILITY BETWEEN THE RYOT AND THE SOWKAR.

82. We come now to consider the causes which have produced a feeling of hostility on the part of the ryot towards the sowkar. A condition of indebtedness would not of itself produce such a feeling. The needy man might be expected to regard the person

who supplies his needs rather with gratitude than dislike. It is only when indebtedness is attended with circumstances which produce in the mind of the debtor a sense of hardship, of unfair treatment, of being oppressed and having no redress, that a feeling of hostility is aroused such as led in the present instance to actual violence. We propose to examine in this chapter those incidents in the dealings of ryot and sowkar which may be thought to contribute to produce these feelings, to inquire how far these causes have or have not been efficient, and to consider whether, if efficient, they are removable or remediable. We propose to examine our subjects under the following heads:—

- i.—Usury.
- ii.—*Ex-parte* degrees.
- iii.—Excessive powers of realising debts.
- iv.—Loss of land by private sales.
- v.—The Limitation Law.
- vi.—Frauds.
- vii.—The action of the Civil Courts.

I.—USURY.

(a.)—*Are the rates of interest usurious?*

83. The taking of usurious rates of interest is commonly assigned as one of the ways in which the sowkar deals unfairly with the ryot. In considering this question, the first point is to define what usury means. The rate of interest chargeable upon a loan, in excess of the ordinary return to capital, is determined by the risk as to repayment. The risk in each case depends upon the assets and character of the debtor. Usury means the taking of higher interest than is required to cover the risk. It cannot be said of any given rate of interest that it is usurious merely because it is high. A rate of 12 per cent. may be usurious to one debtor, while a rate of 24 per cent. may not be usurious to another. The question then to consider is whether the rates of interest taken by the sowkar are usurious in this sense. Most of the bonds are made absolutely without any security being mentioned, although, no doubt, the creditor looks to the property a man has in fixing the rate of interest he demands. Where the loans are secured by mortgages on land, the average rate in Haveli Taluka during the last five years varied from Rs. 19·2 in 1871 to Rs. 13·8 in 1875 per annum. In this taluka specially favourable conditions as to landed property exist; in less favoured districts the rate of interest on mortgages is not uncommonly 24 per cent. These rates would be undoubtedly too high if the value of the land was sufficient to cover the amount of the debt; but it is well known that mortgage loans in India are not limited to the amount of the ascertained clear value of the property. The land is taken as security only so far as it will go. It is impossible therefore to say that these rates, although secured by mortgages, are unfair or usurious. The usual rate on personal security is $37\frac{1}{2}$ per cent. ($\frac{1}{2}$ anna in the rupee per mensem); as no security capable of valuation is given, it is impossible to say that this rate is too high. One man, Kusbi bin Geno, says that for a loan of Rs. 75 he mortgaged a house and land worth Rs. 500, and paid interest at the rate of $37\frac{1}{2}$ per cent. If true, this is no doubt usurious, but there is nothing to show whether the property is worth so much as he says, and if so, whether it is entirely his own or not. In another case, that of Vithoba Sadoba, a loan was obtained at 12 per cent. and no security given. As the man, from his own story, is deeply in debt, the rate is apparently excessively low. On the evidence generally it is impossible to come to any definite conclusion as to the fairness or unfairness of the rates of interest, as the accounts are vague and for the most part unsatisfactory in regard to the value of the property and even the amount of debt and interest and the security offered.

The terms on which grain is advanced at seed time are usually that for one maund at seed time one maund and a half shall be given at harvest, say six months afterwards; in some cases the terms are more favourable, in other cases the advance is made to be repaid two-fold. These conditions at first sight appear exorbitant, but when the probable difference in the price of grain at seed time and harvest is considered, it will be apparent that they are not so. If a maund of bajri at seed time is worth a rupee and half, and at harvest time is worth only one rupee, the additional half maund of interest brings no profit. Doubtless the native rule* which allows twice the principal to be recovered from the debtor in money and three times the advance in grain was made in recognition of the variation in value of produce. When, however, the grain rates are converted into money-interest on the selling price of the grain at seed time, as is sometimes done by the sowkars, the charge becomes unreasonable.

* *Dānśūdpāt Kan tipāt.*

84. There is, however, another way of looking at the question. If the rates charged are higher than are required to cover the risks, the trade of the money-lender must be unduly profitable. Is there any evidence that this is the case? It may be pointed out here that the risk which determines the rate of interest in the transactions of the sowkar and ryot is the risk on the aggregate of transactions rather than on each individual case. It is true that the better class of debtors can obtain somewhat more favourable terms than those below them, but for the great mass of indebted ryots, the 28 per cent. of occupants mentioned in the last chapter, the rate is tolerably uniform, and for those above them on the scale the rates are far above the ordinary returns of trade. But, on the other hand, the nature of the security must be considered. The sowkar's object, as we have seen, is to obtain the ryot's produce; he makes advances against this security; he does not desire to obtain the land unless the profits from land are exceptionally high, as in the lowly-assessed district of Ahmednagar, or unless owing to the competition of other creditors the return to be made out of his debtor is less than that recoverable from the land. So long as the sowkar has a monopoly of his debtor, he can secure not only the profits of his agriculture, but somewhat also of his labour; when his monopoly is infringed, he takes the land and reluctantly abandons the rest. The produce of the ryot's land is the sowkar's security. We need only refer to what has been written above on this subject to show how very unsatisfactory a security these profits are. When it is remembered that this security is entirely in the hands of the debtor, and beyond the power of the creditor even to watch over, it must be admitted that a very high rate of interest is justified by the risk. But to this, so to speak, legitimate risk is added the further danger of loss through bad investments. We have seen that excessive facilities in recovery of debt as well as other causes have led to credit being largely given to the poorest class of ryots. Much of this business was from the first speculative, and possibly it was in some measure owing to the growth of this kind of business that, in spite of the improvement in agricultural securities through the survey settlement and the general prosperity of recent times, the rates of interest for agricultural loans have remained for the poorest borrowers nearly where they were.

85. Our reply to the question propounded above is that there is no evidence before us that the profits of the sowkar's business are extravagant. In a time of agricultural prosperity, the profits are doubtless high, and individuals, whose dealings are sometimes fraudulent, no doubt occasionally realize excessive gains. But, on the whole, there is no reason to believe that the sowkars dealing with the agricultural classes make higher profits than are warranted by the nature of their business, which is always precarious and unpopular, occasionally, as we have seen, dangerous. It only remains to note the obvious fact that, if the taking of usurious rates does to any extent exist, the natural remedy is competition among lenders. Usury in an open market is a contradiction in terms. In India, no doubt, custom and other forces interfere to restrict competition, and, in the matter of interest, interfere to the detriment of the comparatively solvent borrower. Sir J. Strachey, the present Lieutenant-Governor of the North-western Provinces, in a note written in 1859, said :—

“Whatever ought to be the case in theory, it is very certain that questions of abundance or scarcity of money, of greater or less demand for loans, of good or bad security, of competition, and the like, have in practice comparatively little to do with the settlement of the terms on which agriculturists in this country ordinarily obtain advances of money. The conditions depend far more upon the degree of simplicity in the borrower and of rapacity in the lender than upon anything else.”

The simplicity of the borrower in the Deccan is extreme, and would induce him to accept the lender's terms without question if they were no higher than custom had made familiar to him, even if they were in the particular case in hand unreasonably high. Rapacity in the lender is a characteristic of native dealing, which looks rather to immediate profit on the transaction in hand than to attracting business by favourable terms.

These considerations, doubtless, have their weight. But it cannot be said, even in the villages of the Deccan, that at present competition is non-existent, and in the future it is likely to increase. The Honourable Mr. Justice Turner, in a note recorded in 1873, on the question of the embarrassments of the landholders in the North-western Provinces, wrote as follows :—

“Indian money-lenders, it is true, demand a high rate of interest, from 9 per cent. to 24 per cent. on good landed security. These rates appear to Englishmen exorbitant; it is almost ruinous for landholders to borrow at such rates, except in countries which offer far better opportunities for the employment of capital in land

than does India generally. In many parts of these provinces there is little competition among money-lenders to keep the rates of interest low; but this is not the sole reason for the maintenance of such rates; otherwise, in places where there is such competition, the rates would be lower. In the district in which I am writing there are English bankers having capital to lay out who either decline to make advances to landholders, or who demand the same rates as are charged by the native money-lenders. The causes of this distrust of land as a security are not far to seek."

Mr. Turner then proceeds to state very plainly the reasons why interest in these Provinces is high, and why land is not considered a very valuable security. In his view these reasons are sufficient to account for the rates charged without attributing to the money-lenders a power of exacting usurious rates.

(b.)—*Is it possible to regulate the rate of interest by law?*

86. Supposing, however, that the rates charged are to any extent unfairly high, the question follows whether it is possible to reduce them either by law or by Government interference in any form. The objection to the enactment of usury laws is that instead of lowering the rate of interest they raise it. The borrower has to pay not only the rate he would have paid if there were no usury law, but also a further sum by way of premium for the risk of punishment to which the creditor is liable under the law. The means of evading a usury law are so numerous and simple that it is impossible to prevent their being resorted to. The parties have only to state in the contract a greater amount of principal than was really lent, and it would only be in rare cases that the true nature of the transaction would come out, and these are provided for by the creditors obtaining an extra rate of interest to cover this extra risk. Even if the law could secure a true statement of the principal it could be evaded in numerous other ways. It has been shown by Bentham and others conclusively that it is impossible to lower the rates of interest by law.

It might be however, and has been, argued that, although in most instances a usury law would result in evasion, it would still be not without a good effect in two ways: (1), it would set up a standard or a limit of interest, which in this country, where the supposed will of the Government has so much influence on custom, and custom has so strong a force, would be beneficial; and (2), it would in extreme cases, when the lender was not inclined to incur the necessary risk, cause loans to be refused,—a desirable consummation. The reply to this argument appears to us to be that these good results are of rather remote nature, and that even if attainable they would not be sufficient to compensate for the evil result of raising interest generally in the manner described above, and for the demoralisation which usury laws tend to produce. It has been proposed by Mr. Justice West in his pamphlet, "The Land and the Law," that the rate of interest should be controlled, not for all cases by legislation, but in particular cases by the Courts. In cases of all obligations for a principal of not more than Rs. 500, he would give the Courts full power to treat any interest in excess of 9 per cent. as simply penal, and to cut it down to such rate as, under the circumstances, should seem just. It appears to us that this method would have no advantage over a usury law, while it would have the additional disadvantage of uncertainty in its operation. No lender could foretell what rate of interest above the minimum would be treated as excessive, and the effect to the borrower would apparently be that of a usury law fixing 9 per cent. as the maximum rate. We have formed a favourable opinion of the intelligence and character of the Subordinate Judges of the Bombay Presidency from the manner in which some of them have recorded their views on the subjects now before us, but it must be remembered that to empower them to use such a discretion as that here suggested is to ask them to assume a responsibility for which the legal training within their reach and the national character hardly fit them. Diversity of practice in the use of this discretion would be almost inevitable, at least until a body of precedents had been created which should remove the subject from the sphere of discretion to that of law.

App. B.,
p. 57.

(c.)—*Other means of reducing the rates of interest.*

87. The question remains whether it is possible to reduce the rates of interest by any other means. It has been suggested that Government should itself compete with the money-lender by the establishment of land banks. This form of Government intervention might possibly be practicable in districts, such as those of the North-western Provinces, where the large estates of proprietors intermediate between the State and the

Government
banks.

cultivator are at stake; but we believe that it would be physically impossible for the Government to assume in the Deccan the functions of the sowkar in providing for the petty and multifarious needs of the ryot. Enough has been said in previous chapters of this report to show that such aid as a carefully managed bank could give to the ryot would go but a very little way towards making him independent of the sowkar. We may add further that, as the ryot makes his payments not in money but in produce, unless the Government banks were prepared to take payments in kind with all attendant risks, the sowkar would intervene at the first stage of the ryot's loan to receive the produce and advance the cash. The experience of the Tuccavi system of loans does not lead to a conclusion that this form of State aid would be of any practical benefit as a permanent measure. Lastly, it has to be observed that the proposal to interfere with the current rates of interest by means of a State bank begs the question as to usury. The competition of a bank can reduce the rate of interest only if the rate of interest is unduly high. If the rate of interest is not unduly high with respect to the risk, that is, is not usurious, the bank must either lend at a loss, or refuse most of the loans now advanced by the sowkars, or must be provided with cheaper and prompter methods of recovery than are open to the trader.

88. There are certain elements of uncertainty connected with land which must diminish its value as security and tend to enhance the rates of interest, and which may be regarded as more or less remediable. There is the uncertainty as to the amount of assessment that may be imposed at a revision. For some years before a revision of assessment takes place in any district lenders may be expected to look with distrust upon land. Under the Land Revenue system some uncertainty at these periods is unavoidable; but, to whatever extent it can be avoided in future, to that extent will a direct benefit have been conferred both on lenders and borrowers. Then there is the uncertainty as to title. The extent of the interest which a Hindu may have in a piece of land depends on so many contingencies, and there are so many means of impugning the best titles that this ground alone must be a great source of insecurity to the creditors. To take one example of how a title may be doubtful. When a man dies leaving a widow and a brother, the question whether the widow gets the property or the brother depends on whether he was joint or not with his brother. It is said that a Scotchman does not generally know for certain whether he is married or not; but that is nothing compared to the uncertainty of a Hindu as to whether he is joint or not. Again, where the brother gets the property as being joint, the widow may deprive him of it by adopting a son to her late husband. The title, in short, of a Hindu owner is so insecure that such titles are, it is said, refused altogether by some firms in Bombay as security for loans. To improve these titles would be one means by which the rate of interest might be reduced. The only way to do this, however, is to simplify the Hindu Law of Inheritance, and that is a subject scarcely within the province of our deliberations. So far as titles are rendered doubtful by the difficulty of ascertaining whether any previous lien on the land exists, something may perhaps be done to remedy the evil by an extended system of registration. Beside the elements of uncertainty peculiar to landed property there is the risk of fraud on the part of the debtor as a cause of high rates of interest. The prevention of frauds would therefore have the effect of enhancing the security of the creditor, and thereby reducing the rate of interest. The means by which frauds may be prevented will be discussed under that heading further on. The effect of the Limitation Law on the amount of interest in renewed bonds is noticed under that head.

II.—EX-PARTE DECREES.

89. It is suggested that the debtor suffers unfair treatment from the passing of *ex-parte* decrees against him. In a large majority of cases, for whatever reason, he does not appear to defend a suit, and a decree is given against him unheard. A feeling that he is unfairly dealt with is thus, it is thought, aroused within him. With regard to this suggestion the first question to ask is whether *ex-parte* decrees are usually numerous.

(a.) *Are such decrees unusually numerous?*

90. The number of suits decided *ex-parte* in 1873-74 in the whole Presidency was 66 per cent. of the whole number disposed of. The number of suits uncontested was 86 per cent. of the whole number disposed of. The following table shows how these figures compare with the returns from other Provinces:—

Presidency or Province.	Uncontested.			Contested.
	Confessed, Adjusted, or Withdrawn.	Decided <i>ex-parte</i> .	Total uncontested.	
	Per cent.	Per cent.	Per cent.	Per cent.
Bombay - - - -	20	66	86	14
Bengal - - - -	42	20	62	38
Madras (exclusive of Madras Small Cause Court) -	42	25	67	33
North-west Provinces -	43	22	65	35
Panjáb - - - -	57	7	64	36
Oudh - - - -	59	7	66	34
Central Provinces - -	61	12	73	26

This table shows that the proportion of uncontested suits is considerably larger in Bombay than it is elsewhere; while the proportion of decrees consented to without contest is from 100 to 200 per cent. greater in other provinces than it is in Bombay. In every other Province the cases confessed or adjusted far outnumber the cases decided *ex-parte*. In Bombay the proportion between them is as 20 per cent. to 66 per cent. Apparently in Bombay defendants with a bad case prefer allowing a decree to pass against them in their absence, to taking the useless trouble and expense of coming to court either to consent to a decree in full or on the chance of making an adjustment with their creditors. The returns of 1872 show that in the Ahmednagar courts the proportion of *ex-parte* cases amounted to 71 per cent. In Poona the proportion is less, being nearly 64 per cent. The proportion of suits regarding immovable property, which are usually defended, is higher in Poona.

It appears then that in Bombay generally, and in the Deccan in particular, the proportion both of uncontested suits and of *ex-parte* decrees is unusually large. In all countries the number of suits for recovery of debt which are undefended is a large proportion of the whole number decided, and it is only reasonable to expect that this should be the case. In the majority of suits everywhere the creditor comes to court, not because the claim is a doubtful or disputed one, but because his debtor refuses to pay except when compelled to do so. Thus in England 43 per cent. of the county court cases proceed no further than the plaint, and do not go so far as even an *ex-parte* trial, and in the returns of the Bombay Presidency we find the proportion of *ex-parte* suits varies with the proportion of suits to recover debt. Thus in the Ratnágiri and Kanara districts, where the suits relating to land are 18·2 and 20·5 as compared with 3·9 in Ahmednagar and 6·6 in Poona, the proportion of *ex-parte* cases is only 57·2 and 46·6. It seems probable that the disproportion between the numbers of *ex-parte* decrees in Bombay and the other Presidencies may be due in some measure to a large proportion of suits for recovery of debt; but we are not in a position to determine how far this is the case, nor to judge whether the other reasons for *ex-parte* decrees, which we proceed to consider, have more force in Bombay than elsewhere.

91. The ignorance and poverty of the debtor, his fear of the creditor and desire to keep on good terms with him, and his inability to produce evidence, are assigned as reasons why suits to which a defence might be made are uncontested.

The ignorance of the debtor may be expected to tend to this result in two ways:—

- 1st. The ryot, supposing that facts which constitute nothing more than a plea to the creditor for forbearance will have weight with the judge, goes to court and states them as an answer. Finding that they constitute no defence he is discouraged, and his example discourages others from opposing a suit.
- 2nd. The ryot does not know when he has a defence. He is always sued upon a contract, and there are many facts that make a contract invalid. He might be able to prove such a fact, but is unaware that it would make a document which he has signed void as a contract. His poverty debars him from access to the vakil who could help his ignorance and makes the expenses of defence a matter of serious moment to him.

Out of 422,035 suits disposed of in the subordinate courts of Bombay in 1873, 295,574 were for sums not exceeding Rs. 20 in value. It may well be supposed that it would not unfrequently be better for the ryot in such cases, even if he have a defence, to withhold it. The ryot who has felt or seen the powers of a creditor holding a decree is afraid of the sowkar treating him harshly if, after opposing a suit, he fails in his defence. Further than this he desires to have the sowkar on whom he depends friendly towards him, and cannot afford to alienate him by opposing his suit. On the subject of

the ryot's inability to produce evidence we may simply quote the words of the Sub-judge of Bulsar :—" A great number of these cases are brought on bonds passed by defendants in which plaintiffs have to prove execution only, while the defendants, whose defence may consist of non-receipt of consideration or part or whole repayment, have to prove the same. But very few of them have such evidence, apart from the difficulty of making such proof."

(b.) *Fraud as a cause of ex-parte decrees.*

92. Another important question arises on the subject of the large proportion of *ex-parte* suits in the Bombay Presidency. Is there anything in the action of the courts which tends unduly to prevent or deter defendants from contesting suits, and thus causes an undue proportion of *ex-parte* decrees?

App. A.,
p. 291.
App. B.,
p. 99.

One of the allegations made is that the creditors arrange with the process server that the notice to appear shall never reach the defendant, and they thus fraudulently keep him in ignorance of the fact that proceedings have been instituted. Of the opinions quoted on the subject, some are in favour of the truth of the allegation, and some are to the effect that there is not much in it. The Sub-judge of Tásgaon, for example, says that he examined some intelligent debtors of some well-known villages on the point, and he was told that for the last four or five years they did not know of any such false reports being made by the serving officers as to the service of the summons. In examining the convicted rioters particular attention was directed to this question, and out of the whole number in jail at the time not one complained that a decree had been obtained fraudulently against him in this way. In answer to the question, Whether his brother had received the amount in a suit, the convict, Bali Salaji, said, " I suppose the summons was served, how could the court proceed otherwise?" The present law is that service of the summons shall be proved *to the satisfaction of the court* before the case proceeds *ex-parte*, and any *ex-parte* decree may be afterwards set aside; if the summons is served with due care and vigilance on the part of the court these rules appear to be sufficient.

The establishments of the courts are now on a better footing than at the time (1852) when Sir G. Wingate brought to notice the practice of fraudulently procuring non-service of summons as a material grievance, and the chances of the defendant appearing are so small that there is but little inducement to secure his non-attendance by fraud. The Sub-judge of Ahmednagar reports as to service of summons that from 20 to 25 per cent. are served on the defendant in person, from 30 to 25 per cent. are served on members of the defendant's family, and from 25 to 30 per cent. are fixed on the door of the defendant's house. There are very few applications for re-hearing on the ground of non-receipt of summons.

(c.) *Other causes of ex-parte decrees.*

93. In the Administration Report for 1873-74 it is said :—" It is curious to observe that out of a total number of 155,283 suits disposed of before the subordinate judges only 21,822, or 14 per cent., were contested, that 10,919, or 65.5 per cent., were decreed on confession, or decreed or dismissed *ex-parte*, and that in only 3,365 contested cases was judgment given for the defendants. These facts tend to show that the defendants in these cases, who, as a rule, are ignorant cultivators, suffer most from the actions of these courts; that the mere admission of the execution of a bond is generally regarded as a ground for a decree, no matter what be the circumstances under which the bond was executed; and that the debtors, as a rule, have so little hope of deriving any help from the courts that in 69 cases out of 100 they make no defence.

With reference to these remarks we have to say that the inference here drawn that the admission of execution is regarded as ground for a decree, does not seem to us to follow from the fact stated. The main reason, doubtless, why so many debtors make no defence is that they have no defence to make. It appears to us, however, that in two or three other respects the courts do not give to the debtors all the help they might give. More than one of the judges reports that the subordinate judges are overworked. The Judge of Ahmednagar says, " the subordinate judges in this district are much overworked, and really have not time to investigate cases properly and to weigh evidence." The Judge of Satara says, " I believe our subordinate judges are too hardworked to allow, even if they were inclined to do so, of their going into the history of such cases as the one put forward by you." The result of this over-pressure or work is that the assistance of pleaders becomes necessary. By the aid of a pleader a defendant is enabled

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to present his case in a sufficiently compact form to be quickly apprehended by the judge; without that aid there is a risk of its being misunderstood. The agricultural debtor cannot afford to pay a pleader, and it can hardly be doubted that this consideration must deter many persons from contesting suits to which they possess a defence. This over-pressure of work on the courts produces also, in another way, an injurious effect on debtors, namely, by causing delay in the disposal of suits. The following figures show the number and duration of suits in the Poona disturbed district for sums of less than Rs. 500 :—

Name of Court.	Ex-parte Suits.		Contested.	
	Number.	Average duration.	Number.	Average duration.
Subordinate Court, Poona -	354	M. D. 1 25	51	M. D. 3 15
Do. do. Tálegaon -	2,013	1 13 ¹⁹ / ₂₀	202	3 5 ¹ / ₂
Do. do. Pátas -	1,087	1 28	144	2 18

It is stated that great efforts are made by the courts to dispose quickly of the uncontested cases, while the contested cases are unavoidably left to be decided after frequent adjournments. The average duration of original suits in all courts in Bombay in the year 1872 was 3¹/₂ months. We have no information as to the average in contested suits only, but if it be assumed that the average in uncontested suits was not over two months, it will follow that the average in contested suits was over a year. The duration in the other presidencies is as follows :—

Presidency and Province.	Average duration.	
	Uncontested Cases.	Contested.
Bengal - - -	M. D. 2 0	M. D. 3 20
Madras - - -	7 0	12 0
North-west Provinces -	1 6	3 11
Pánjab - - -	0 20	0 24
Oudh - - -	0 24	0 24
Central Provinces -	0 17	0 26

It is obvious that the greater the duration of contested cases is known to be, the greater will be the reluctance of the agricultural debtor to spend his money and his time, which is often more valuable to him than money, in defending a suit, and the larger consequently will the proportion of uncontested cases tend to become. Owing to the distance of the court, in many cases the defendant's attendance would involve absence from his home and labour for three or four days at a time. These defects in the action of the courts which tend to debar the debtor from a hearing should in our opinion be remedied—(1), by providing sufficient judicial machinery to ensure cases being heard out on the first day set down for trial; (2), by the courts going on circuit.

III.—EXCESSIVE POWERS OF REALIZING DEBTS.

(a.)—*What powers are given to the creditor by the law.*

94. We now come to one of the most important questions with which we have to deal, viz., the powers with which the law invests the decree-holder. We propose to discuss the subject under the following heads :—(a.) What powers are given to the creditor by the law? (b.) Are they excessive? (c.) Are they abused?

In order to recover a debt, it is obvious that resort can only be had to the property, present and future, of the debtor and to the labour of the debtor and his family. A law which allows an unlimited resort to all these means of recovery gives the greatest help to the creditor that it is physically possible to give. The law of India appears to be the only modern law which allows such unlimited resort, and we find that under it the debtor and his family are liable in person and property to an extent which is practically unlimited. Imprisonment.

It may be thought that there is no foundation for the somewhat startling statement that the creditor is allowed by our law to recover his debt by the slave labour of his debtor. It is true that the Civil Procedure Code does not in so many words say that the creditor may compel his debtor to work for him as a slave. The words of the law are—"If the decree be for money, it shall be enforced by the imprisonment of the party against whom the decree is made, or by the attachment and sale of his property, or by both if necessary." In subsequent sections there are one or two clauses which apparently limit the powers of imprisonment and sale, which by this clause are given absolutely without restriction. At first sight this clause does not appear to authorize slavery, but on further consideration it will be found that it does authorize it. The power to imprison clearly gives the creditor power to compel the debtor to do whatever would be less grievous to bear than imprisonment would be, and undoubtedly most cultivators prefer to be allowed to work in their native village and on their ancestral lands to being sent to a distant jail, which has to them all the terrors of the unknown. That they may on certain conditions get free, or that the term of imprisonment is not absolutely of unlimited duration and hardship, is also as a rule unknown to them. Although then slavery is not directly mentioned in the Codes, it is indirectly declared by giving the creditor practically unlimited power to imprison. If further evidence was wanted to show that imprisonment may be used for the purpose of slavery, the Prussian Code* shows distinctly that such is the case. In the Prussian Code of Procedure (Part I., title 24) it is laid down that, "If the debtor is entirely ruined and despoiled, the creditor may cause him to be condemned to devote to him his services, his labour, and his industry. In case of his failing to comply the creditor has the right to cause him to be imprisoned." Imprisonment is, however, limited to terms of one year, whereas in India the debtor may be imprisoned for two years under each decree. The only difference between the Prussian Code and the Indian Civil Procedure Code is that the former states the use to which the penalty of imprisonment may be put, while our Code states only the penalty, leaving the creditor to put it to any use of which it is capable. That one of these is slavery is clear from its being so used by the Legislature itself in Prussia. There are other uses, or rather abuses, to which the power gives rise. In one case the creditor used the power of imprisoning his debtor to compel him to give him his wife and daughter as his mistresses. Other abuses of the power will be noticed further on. At present we are treating merely of the use of imprisonment for the recovery of the debt. In England, although the power to imprison, if it existed, might be put to such a use, the character of the people, both the debtors and creditors, would be sufficient to prevent any such exercise of it. In India, however, the power to imprison is not only capable of being so used, but from the evidence collected it would seem to be established that the power is exercised for this purpose. The appendices contain ample evidence of the way in which the power of imprisonment is used to convert the Bheels of Khandesh into bondsmen of their Guzar creditors, even to the degree of actual transfer of the enslaved Bheel by sale of the decree which gives the title to his labour. The labour bonds mentioned as not uncommon in Ahmednagar, of which samples are given in the Appendix, and which are spoken of in indignant terms by one of the judges, are the creation of this law. Thus Tatva Saloo, potter of Supa, on being asked what he would do as to the balance of his debts which he was unable to pay, said, "I will pay by my labour. The Marwari would not let me go without paying off everything. He would prevent me leaving the village by executing a decree against me or putting me in jail." Other debtors appear to receive less than ordinary wages for their labour, and to work on their lands for the benefit of their creditors, who allow them only bare food and clothing. In other words they are the slaves of their creditors.

The only apparent limitation supplied by our Code is that by which the debtor is allowed to obtain his release from jail on delivering up all his property. This discharge is, however, only a discharge from imprisonment, and that only under the decree in execution of which he has been imprisoned. His property is still liable even under *that* decree, and he is liable to imprisonment under any other decree. The fact that through the whole of this Presidency only 76 persons out of 1,877 imprisoned obtained their discharge under these provisions of the Code shows that they are of little use even as affording partial relief by way of insolvency. This fact is clearly brought out in the statement of one of the ryots examined, who only heard of this means of obtaining his

* The information regarding the Prussian Code, and other foreign Codes referred to in this Report, has been obtained from a collection of the laws of about 50 different nationalities by M. de Saint Joseph, a distinguished French judge, in the possession of a member of the Commission.

release by the accident of the Judge, making a visit of inspection to the jail during his confinement there, hearing his case and informing him of his remedy.

95. With reference to the extent to which property is liable, it is not necessary to say much. The law distinctly gives absolutely unlimited power to sell. Section 205 of the Procedure Code says: "All property whatsoever, movable and immovable, belonging to the defendant is liable to attachment and sale in execution of a decree." According to this, then, strictly interpreted, the very clothes on the back of the unfortunate debtor may be sold. There is no reservation of even the simplest necessities either for himself or for his wife and family. Further, the law allows the creditor not only to strip his debtor bare at the time by selling all that he possesses, but this may be done again and again as soon as the debtor manages to scrape together a few annas' worth of property. Liability of property.

(b.) *Are the powers excessive?*

96. The mere statement of what the power of the creditor is, would seem in itself a sufficient answer to the question. The power to utterly ruin and enslave the debtor is a power which clearly the creditor ought not to have, and as a fact it was never intended when the Code itself was passed that the creditor should have it. "The ancient laws of most countries," says Mill, "were all severity to the debtor. They invested the creditor with a power of coercion more or less tyrannical, which he might use against his insolvent debtor, either to extort the surrender of hidden property or to obtain satisfaction of a vindictive character, which might console him for the non-payment of the debt. This arbitrary power has extended in some countries to making the insolvent debtor serve the creditor as his slave; on which plan there were, at least, some grains of common sense, since it might possibly be regarded as a scheme for making him work out the debt by his labour. In England the coercion assumed the milder form of ordinary imprisonment. The one and the other were the barbarous expedients of a rude age, repugnant to justice as well as to humanity." When we compare the law of India with that of other countries we find that not one is so oppressive as the Civil Procedure Code in this respect, not even the oldest law in the world, the law of Moses, which allowed the debtor a discharge after serving seven years. For the purposes of comparison it is convenient to consider the powers given for realizing debts under three heads, viz. :—

1. Imprisonment.
2. Sale of existing property.
3. Sale of future property.

97. As to the power of imprisonment the vast majority of nations have deprived the creditor of it entirely. In France, by a law passed in 1667, imprisonment for ordinary debt was abolished, and only retained in the case of debts where there was a certain amount of fraud or improper conduct on the part of the debtor. The Code Napoleon contains similar provisions (Articles 2033, 2064, 2065). The great majority of nations have followed the example of France in this respect, e.g., Baden, Belgium, Haiti, Bolivia, Sicily, Ionian Islands. Imprisonment for debt has also been entirely abolished in Geneva, Hanover, Fribourg, Lucerne, Berne, and Tessin. In the few Codes where imprisonment for debt is retained, a workable insolvency law removes a great part of its rigour. In England, imprisonment for debt was abolished in 1869 by Acts XXXII. and XXXIII. Vict. c. 62.; but if it is shown that the debtor can pay, but refuses to do so, he may still be imprisoned to compel payment. In the United States a law was passed by Congress in 1839, declaring that no person should be liable to imprisonment for debt unless the law of the State to which he belonged allowed such imprisonment. In several of the States (Alabama, Michigan, Ohio, Louisiana, and others), the law is that imprisonment is not allowed, except in the case of fraud or where the debtor is about to leave the country. In India in the Presidency towns imprisonment for debt is allowed; but the debtor may get free, without even first going to jail, by giving up all his property less Rs. 300 worth of necessities. With regard to Native laws on the subject of imprisonment for debt, the Hindu law appears to have allowed it, and also to have allowed slavery for debt; but these penalties were enforceable not by the State but by the creditor himself. Although, therefore, nominally there was imprisonment and slavery for debt, practically "severity in the exercise of justice could not be complained of." Mahomedan Law appears to have been very much the same as the present law of England. In Macnaghten's Mahomedan Law the rule is said to have been that "the debtor should not be imprisoned unless the creditor can establish his solvency."

1. Imprisonment.

The power of imprisonment appears to have been intended by the Legislature to be used as a means for procuring the surrender of the debtor's property; an imprisoned

debtor can procure his release by the cession of his property. It is, in fact, an alternative method to the ordinary process of seizure of the property itself. If, as is the case with the agricultural ryot of the Deccan, the debtor is a man with an established residence to which he is bound by the strongest ties; if his property is such that it is easily ascertainable and in great measure impossible to conceal; and if such frauds as he may be tempted to commit in order to evade payment are punishable under the criminal law, the necessity for the alternative method of securing his property in payment is reduced to a minimum.

2. Sale of existing property (immovable). 98. By section 62, clause 2, Regulation IV., 1827, "implements of manual labour and such cattle and implements of agriculture as may, in the judgment of the Court from which the process issues, be indispensable for the defendant to earn a livelihood in his respective calling, or cultivate any land that he may hold for that purpose," were exempt from attachment. By the present law (section 205, Civil Procedure Code) "all property whatsoever, movable or immovable, belonging to the defendant is liable to attachment and sale in execution of a decree." The only exception being that the imprisoned debtor, applying for his discharge under section 280, has not to include the necessary wearing apparel of himself and his family, nor the implements of his trade in the list of his property.

By the English Bankruptcy Act, 1869, section 15, the tools (if any) of the bankrupt's trade and necessary wearing apparel and bedding of himself, his wife, and children to a value, inclusive of tools and apparel and bedding, not exceeding £20 in the whole, are exempted from sale. By the Insolvency Act, Rs. 300 worth of property may in the Presidency towns of India be retained by the debtor.

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pp. 247-259-
285, &c.,
B., 246.

We have no papers before us to show why the provisions of Regulation IV., 1827, were repealed, but there is a strong concurrence of opinion in all the officers consulted that the exceptionally stringent conditions of the law as it applies to Mofussil debtors should be relaxed, and that a margin of necessities and implements of trade or calling should be reserved from sale. In this opinion we agree. As to the definition of necessities we may note that in the case of the agricultural classes which form the great mass of the population, necessities consist of agricultural stock and implements, houses, instruments for preparing and cooking food—such as mills, pots, &c.—and clothing. In this list beds or bedding do not appear, as they are considered luxuries. It might seem also that to put houses in the list of necessities is rather stretching the meaning of the word, but to those who know Native habits this is not the case. In Indian villages living in lodgings or in hired houses is almost unknown. Many of the poorer cultivators live in huts constructed by themselves, and such a hut is very often of no value to any one except the owner, as on account of the distinctions of caste it would be only a man of the same caste as the owner who could live in it afterwards. Frequently, when the creditor comes in and sells the wretched hovel in execution, all that is done is to remove the one or two pieces of timber on which the building rests, and to leave the mud walls to their fate, and the wretched occupant to seek shelter from the sun and the rain where he may. This is undoubtedly very harsh treatment, and the power of exercising it should be taken away.

Sale of existing property (immovable).
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p. 141.

99. The loss of land has been commonly regarded as one of the principal causes of discontent on the part of the agricultural debtor. In the collection of papers on the subject of agricultural indebtedness in the North-west Provinces, this discontent is mentioned as having produced disastrous results in the disturbances of 1857. In those provinces, indeed, as well as in the Panjáb, Oudh, and the Central Provinces, it has been mainly with reference to the alienation of land that the question of indebtedness has been discussed. The reason is that in all those provinces the inexpediency of allowing a general transfer of land from the old proprietary families to the money-lenders, the *novi homines* of British rule, is a political consideration. In the Deccan the question is economic rather than political, and its conditions here make it less pressing than there. In the North-west the money-lender desires to obtain possession of the land by forcing the debtor off it. Here he prefers to receive the annual produce of the land from the debtor as a tenant-at-will. He will not generally undertake the responsibilities of recorded proprietorship till he is driven to it. The condition of the debtor as tenant-at-will is, no doubt, miserable, but he does not suffer that divorce from the soil which is the sting in the fate of the indebted proprietors of Northern India.

The subject of loss of land by the debtor divides itself naturally into two parts, viz., compulsory alienation by the Courts for debt and voluntary alienation by the debtor himself. We are at present concerned with the first part only. We have to inquire whether the power to compel the sale of land for debt is an excessive or unreasonable power. Judged by the law of other nations it certainly is not such a power. It is said

by some of those who advocate its exemption, that under Native laws land was not liable for debt. By Mahomedan law land is liable, like all other property, for the debts of the owner. In the Hedaya XXX. the kazi is directed to satisfy the claim of the creditor from the estate of the debtor; firstly, disposing of his cash, then of his effects and household furniture, and, lastly, of all his houses and lands. In Hindu law there is no text by which land is exempted from liability for debt; nor, on the other hand, is there any distinct text stating that it shall be so held liable. With regard to the practice in Hindu States opinions differ as to whether land was liable or not. In practice, however, there is a concurrence of testimony that land was not alienated for debt in the district with which we are dealing. A large proportion of the ryots had no estate in land which could be transferred, nor were regular legal tribunals accessible to the creditor.

100. The question follows,—Whether in the Deccan the gradual transfer of land to the money-lending class is a desirable process? It might be held that if the risks of discontent, manifested in crime and popular disturbance, could be avoided, the process of the transfer of property in land from a needy and ignorant to a monied and intelligent class is in itself desirable. We are of opinion that as regards the district and the two classes, viz., the Kunbi and the Marwari with which we have now to do, this conclusion would be unsound. There is no such superiority in intelligence in the ordinary sowkar as would result in improved cultivation, nor does the land itself offer him such good investments as his money-lending business. An intelligent and liberal landlord finds it very difficult to realize a small profit from inferior land held in ryotwari tenure, and it is only by rackrenting and often drawing on the debtor-tenant's labour in addition to his rent that the Marwari makes a fair average profit from land in his possession. Irrigated land, it is true, yields a large profit; but to a non-labouring landholder, who has to pay for all the work of making a well, the investment would rarely be attractive. In all that concerns agriculture the Kunbi is superior in intelligence to the Marwari, and, if the profits of his labour are secured to him, is by no means wanting in industry or enterprise. By converting him into a tenant at a rack rent these advantages are lost to the land without any compensation whatever. The character of the class who would supersede him as landholders is illustrated in the notes on the sowkars of Párner in the Appendix. We there find that some of the Marwaris who had accumulated the largest estates in land were persons who showed open defiance of the law. In civilized countries it has been found that the interests of the lower agricultural class are very much at the mercy of those above them; this evil is intensified in India, and if the Deccan ryot is handed over to such landlords as the Marwaris of Párner it may be feared that his fate will be worse than the worst endured by the Irish tenantry of 30 years ago. It is barely a generation in time since Government began to divest itself of the powers of an irresponsible landlord for the benefit of the agricultural ryot. To allow these powers to be re-transferred to a class with none of the traditions of the hereditary landholder, and probably the least fitted in the civilized world to use them, would be to undo all that has been done, and to make the last state of the ryot worse than the first. It might, indeed, be possible by rent laws and other limitations to protect the tenant; but much stronger reasons than are at present apparent would be needed to make it desirable that the Kunbi proprietor of the Deccan should sink to the position of the most favoured Bengali tenant. It may well be that, unless new industries or emigration come to the relief of the growing population, the transfer of land from the needy to the rich will become inevitable, and that before the Kunbi has become educated enough to profit by the need of his fellows the necessity for the protection of the tenant may arise. That crisis has, however, not yet come, and we have now to consider only whether the process of such transfer at present is desirable, not whether it is eventually inevitable.

101. We have next to consider whether, in view of the evils attending the present course of affairs, it is advisable in any way to restrict the liability of land for debt. The restriction may take one of three forms: either (1) land may be altogether exempted from liability, or (2) it may be exempted unless made specially liable by the owner, or (3) sale may be prohibited and temporary transfer only allowed. With regard to the first form of restriction we are of opinion that its adoption is undesirable. It is impossible to foresee what its exact effect would be. It is uncertain how far it would produce the good results which are looked for, while it is certain that it would produce the evil results of depriving the borrower of the security which brings him credit on the most favourable terms, and thus of inflicting hardship at the outset on the very persons it is intended to relieve. For the second form of restriction more is, perhaps, to be said. It is a noteworthy fact that in the districts under our notice owners of land do not ordinarily mortgage it as security for the loans they take. In most cases the debtor having land to give as a security borrows merely on his own personal security. There seems also good

reason to believe that these loans on personal security are obtained at a higher rate than the same person would have to pay if he gave a mortgage. Rather than give their land as security, borrowers are ready to pay higher rates of interest. It might be inferred from this that there is some idea in their minds that when land is not mentioned in the bond it is not liable for the debt; or, in other words, that there is an understanding, or implied contract, that the creditor is not to realize from the land. Whatever may have formerly been the case as to this the ryots have now learnt that land is liable for unsecured debts; but the debtor avoids mortgaging his land as long as he can, probably because he knows that when it is once mortgaged he will find it very difficult to raise money from other lenders, and because experience has shown him that the mortgage is the beginning of a transfer to the sowkar. The effect of the restriction would be to compel the borrower either to give his land as a security or to pay a higher rate of interest for an unsecured loan. In either case the compulsion would appear to him a hardship; and, though the hardship might be only imaginary in the first case, it would certainly be real in the second. We do not, therefore, advocate any restriction in this form. But in the case of insolvent debtors whose land is, as is usual, mortgaged, the effect of the measures which we propose for the sale of land will probably be nearly the same as the restriction under consideration. With regard to the third form, viz., the restriction of the liability of the land to a transfer for a limited period, its intention is to limit the borrowing power of the debtor to an amount equivalent to the income of the land for the given period; but it amounts to a proposal that an insolvent should retain, besides necessities, a reversionary interest in his land, whatever its extent. Such a reservation could only be allowed on political grounds, and there are generally the same objections to this form of restriction as to the first. There is also the special objection that in practice the reversionary interest of the debtor would frequently be discounted during the term of alienation, and the object of the provision would be defeated. Mr. Pedder advocates the limitation of liability to the lifetime of the debtor. This limitation is open to the objection that it does not sufficiently recognize the readiness with which the son accepts the duty of paying his father's debts. This law of religion is one which to their great credit the poorest individuals in this country are loth to disregard; and as yet they have not learnt to place the equitable limits to its observance which are recognized by our statutes. It is doubtful whether they should be encouraged to do so.

A final remark has to be made with regard to all proposals for exempting land from liability for debts. In the case of land cultivated in small holdings by peasant proprietors, it is only possible in a limited sense to carry out an agreement or a law exempting land from liability so long as power is given to recover from movable property. Land, so far as it is valuable, annually takes the form of movable property when the crops are cut or sold, and the power of attaching and selling this movable property practically amounts to a sale of the land. The creditor can take all the profit of the land, leaving nothing to the debtor but the trouble of cultivating. Realization of debt from land in this round-about manner would be productive of so many inconveniences to the landholder that it would be better to realize from the land directly and ostensibly.

102. A very important point in connexion with the sale of land by the Civil Court remains for consideration, viz., the conditions and method of sale. On the application of a decree holder the Court advertises for sale the defendant's whole interest in a piece of land. If the value of his interest exceed the amount of the decree it is evident that it is unnecessary to sell the whole out and out. The sale of the whole title in a portion of the land, or the sale or other alienation of a limited estate (such as a lease or mortgage, or rentcharge for a term of years) in the whole of the land, would be sufficient to effect the purpose of satisfying the decree; and on the principle that no more property should be sold than is sufficient to effect full execution, either of these courses is preferable to directing a sale of the whole of the land out and out. Both these courses are provided for by the present law (sections 243 and 244, Civil Procedure Code), and there are similar provisions in the new Civil Procedure Bill. Section 243 provides for allowing the debtor to raise the money either by a lease or mortgage of the whole, or by the sale of a portion; and section 244 provides for postponing the sale in order to realize by mortgage, or otherwise, on the application of the Collector and on security being furnished. Experience has shown that these sections are not largely made use of. In matters affecting the ordinary Deccan ryot it is of no use to provide him with a remedy which involves legal proceedings on his part. He is unable to use it through ignorance and poverty. The provisions authorizing the intervention of the Collector can only be used in districts where sales are ordered to be conducted by that officer. This order has not been made as regards the districts under report. It is a question whether this provision of the Code was intended to be made applicable in districts where

the landed estates are small ryotwari holdings, and also whether the duty of conducting the sale can be legally delegated by the Collector to a subordinate. Moreover, a ryot whose land is about to be sold will not be in a position to furnish the required security. If the Court was authorised to inquire into and to decide what the judgment-debtor's estate really consisted of; if the Court, that is to say, decided what share the judgment-debtor had in land, and to what extent it was burdened by mortgages and other encumbrances, it would be a comparatively easy matter then to obtain the money for the satisfaction of the decree by a temporary or partial alienation, provided the estate was in excess of the value of the decree. As the law stands nobody knows what the defendant's interest is, and what the encumbrances are; consequently it is rare that even by a sale of the whole interest the Court or even the debtor can obtain sufficient to satisfy the decree. A purchaser at an auction sale buys an indefinite and uncertain property, and bids, therefore, only a nominal sum for it. The way in which this uncertainty operates to the prejudice of the debtor is constantly seen in the Court sales of land in the Deccan. We have mentioned that the mortgage of land almost invariably precedes the sale under decree. The mortgagee is usually also under the decree-holder. The decree being for a personal bond, the amount of the mortgage debt is unknown, there is no one to bid for the land, and he purchases it himself for a nominal sum. In this way he avoids all inquiry into the account of his realizations during his mortgage tenure. The Court having no power to inquire into the encumbrances of the estate put up to auction, and no adverse purchaser coming into possession of the land to challenge his claims under the mortgage debt.

103. The evils resulting from the uncertainty attaching to the properties sold under decree are not confined to the agricultural class. All over the Presidency this uncertainty is a prolific source of litigation. The fact that out of 6,020 suits relating to land in the Bombay Presidency, 4,329 arose out of execution sales, shows how very speculative such purchases must be. If the Court, instead of selling indefinitely the right, title, and interest of the debtor, should state after inquiry what the property is that is put up for sale there would then be no difficulty in obtaining the proper price for the whole; or, if partial alienation were sufficient, in effecting the satisfaction of the decree without sacrificing the entire estate.

We consider it very desirable that in sales by the Court of estates consisting of several fields or pieces of land, the sale should be made in detail. It is desirable to encourage purchases by persons of the agricultural class, and it might often happen that the price of a separate field would be within the means of a Kunbi, while that of the entire estate would be only within the means of a capitalist; and also that a cultivator might be willing to give a high price for a particular piece of land which possessed special attractions for him if sold separately from the rest.

104. The creditor's powers are not exhausted when he has beggared his debtor. We have seen that he can make him his bond-slave by the powers of imprisonment. If he do not require his labour, and the debtor is allowed to work for another, the creditor can then seize his earnings as fast as they accumulate, and without any limitation as to time. There is no term to the currency of a decree. In the Appendix will be found statements of the decrees in force in some of the Courts of the disturbed districts, from which it will be seen that decrees dating from before 1860 are still current. The effects of all this cannot but be most mischievous. A debtor who is hopelessly insolvent, if he acquires property, does so only for the benefit of the creditor. The incentive to labour is destroyed, and the debtor ceases to be a useful member of society. The fact that all modern laws and most of the ancient codes (*e.g.*, the Roman and Mosaic even) provided some means of relief by which the debtor at some time or other should be enabled to get free and get the benefit of his earnings would seem to show that some kind of insolvency law is wanted. The evidence on the subject before us is all one way. None of the reports or opinions approve of making future property, as at present, liable for debt without limit. There is a unanimous opinion that a limit should be put to the liability. To sum up: the description thus given of the powers of the decree-holder shows that they are practically unlimited in the fullest sense. The creditor has more than all the protection usually accorded by civilized codes; the agricultural debtor has not the most ordinary and universal—a law of insolvency. Among traders bankruptcy is a matter of private arrangement, and is fully recognised, though not provided by law; the agricultural debtor has no loophole whatever.

3. Sale of future property.

App. C., p. 328.

(c.)—*Are the powers abused?*

105. We have seen what the powers of the decree holder are; we have now to inquire whether they are abused. It may be said that the employment of the legal powers of

the creditor to enforce slavery is not a proper use of them, and this is true in one sense. But the point we propose to consider is, whether those powers are only used for their legitimate purpose of recovering the debt due, or for purposes altogether foreign to the object for which they were granted. It is obvious that when a creditor has been invested with enormous powers for the purpose of recovering debt, he may use them also for other purposes. Below are given extracts from the reports of Subordinate Judges, which might be multiplied by similar statements of good authority, showing how decrees are used. Section 206 of the Procedure Code, which provides that no adjustment of a decree made out of Court shall be recognised unless certified to the Court by the decree holder, is the cause of much of the abuse of decrees below described.

The Sub-Judge of Pátas says :—

“ These creditors generally keep three or four unsatisfied decrees against a man, some of them even 12 years old, for occasions like these. Under pressure of execution they have in many instances realised the full amount of decree by obtaining new bonds, or the writs are returned unexecuted with endorsements, ‘ property or person not found.’ No doubt these things could not be done without the assistance of Court officials, of whose morality I have formed a very low estimate. I have heard the most bitter complaints that executions are issued on decrees satisfied out of Court. . One of them lately burst into Court and cried out most bitterly that he had satisfied the decree twice, and this would be the third time that he will have to pay again. None of these have the means or the inclination to file a suit for refund of money paid out of Court.

“ The money-lender generally obtains warrants of arrest or writs of attachment, and takes the kárkun with writs to the debtor, obtains money in cash, part of the decree, or a few head of cattle, or a quantity of grain, or a new bond, and sends the kárkun away, and such writs are returned by the kárkun with endorsements, ‘ property not found,’ or ‘ the party to be arrested not found.’ I have closely examined several execution proceedings and took evidence also, and this is the result I have arrived at. Sometimes the property is attached and proclamation issued for sale. The decree holder then applies to the Court to drop the proceedings, alleging that as a matter of fact occasionally he has extracted something from defendant, for which no credit is given in decree. Under the pressure of execution mortgages are also obtained when there is anything worth mortgaging. When immovable property is put up to sale the creditor, as a rule, buys it himself. It is to his interest to buy it for as little as possible ; for so much money goes out of his decree, which is a *valuable source* of revenue for him.”

The Sub-Judge of Tásgaon writes :—

“ The money-lender is never satisfied with what payment he can extract from his debtor, under fear that the decree will be put into execution. But he generally insists on receiving some of the debtor’s property in mortgage, such as his cattle, house, or land.”

The Sub-Judge of Tálegaon writes :—

“ I may here add that section 206 of the Criminal Procedure Code, though it curtails liquidation, causes not a little mischief. The ignorant debtors are often persuaded by their creditors to make payments out of Court. They do not know the consequences of such payments, and even if warned by sad experience their necessity compels them to comply with their creditor’s wish. After payment they are under the impression that they are enjoying their peace. Under this delusion in goes the executing peon or kárkun to serve a notice upon them under section 216, or seize what property the creditor is pleased to point out, and the poor creatures find little relief when they come to the Court, for, unless there are circumstances which enables the Court to inquire into the question of payment, they are obliged to be coolly told that they ought not to have paid their creditors out of Court, and must therefore pay twice over.”

The Sub-Judge of Násik says :—

“ As regards the enforcement of decrees, the first step taken is to apply to the Civil Court. On the receipt of the application a warrant of attachment or arrest is issued. More than three fourths of the warrants are returned with such reports as the following, and the applications on which they were issued are disposed of :—

- “ 1. No property was found.
- “ 2. The judgment-creditor did not come to point out the property.
- “ 3. Part payment is made, therefore the judgment-creditor desires that no further steps be taken.
- “ 4. The judgment-creditor refuses to pay the fee for the warrant or the notices of sale.

“ 5. Nobody bids at the sale.

“ 6. The defendant was not found (in case of arrest).

“ As a general rule, reports like the above are received when some amicable adjustment takes place between the judgment-creditor and the judgment-debtor. The actual realisation through the instrumentality of the Court, by sale and imprisonment, takes place in a very small proportion of cases. Sometimes the applications for the enforcement of decrees are made simply to keep them in force.”

The most powerful means of compulsion in the hands of the decree holder is the warrant of arrest. It is believed that not more than 10 per cent. of the warrants issued are executed, and of the persons arrested a large proportion are not imprisoned. The Subordinate Judge of Oomret, in Kaira district, states that of 100 applications for imprisonment only one or two judgment-debtors are actually sent to jail. In 1872 the number of persons arrested under decrees was 7,135, the number imprisoned was 1,877. The case of the debtor who is not arrested is probably one of greater hardship than that of the arrested debtor. The latter, if brought before the Court, will sometimes have the terms under which he purchases the forbearance of the decree holder brought to the knowledge of the Court, whereas the debtor who settles without arrest has no chance of this protection.*

IV.—LOSS OF LAND BY PRIVATE SALES.

106. Under the last head we considered the subject of loss of land by the debtor through compulsory alienation for debt. It remains to consider his loss of it through voluntary alienation. It is unnecessary to say more as to the reasons that exist for wishing to prevent the alienation of land; the question here is whether it is desirable to prevent its alienation by law. In the district with which we are concerned the alienation of land is in fact voluntary only in name. When land is sold privately it is generally sold under the pressure of civil process or the fear of process. The writers who have advocated the prohibition of private alienation have probably done so from the knowledge that with the powers at present possessed by the creditor of holding the decree *in terrorem*, the mere exemption of the land from liability in court would be ineffective. Mr. Justice West proposes that the Government should pronounce all land held from it to be either inalienable except with its consent, or else subject on alienation to re-assessment and to the levy of a rackrent. A few other officers make similar propositions. On the other hand, many writers of authority, some of whom desire to prohibit execution sales of land, are of opinion that private sale ought not to be interfered with. It has been questioned whether the alienation of land was allowed by the native laws. The principal texts of Hindu and Mahomedan laws relating to both sales and mortgages of land are quoted in the Appendix. It would appear from them that such alienations are familiar to both Hindu and Mahomedan law. Thus in Hindu law there are numerous texts like the following:—“Two kinds of property are universally acknowledged immovable and movable; when a contract of sale is made both are called by the name of vendible property.” Pledges are declared to be of two sorts, immovable and movable. There are no doubt certain restrictions which practically prevented sale being resorted to to any large extent; but the reason for them would appear to be the protection of the rights of the other persons interested, and not the prohibition of sale as in itself an evil. As to Mahomedan law, there appear to be no restrictions of any kind either as to sale or mortgage. No doubt it is possible to enact such a law as would prevent the execution of deeds of sale or mortgage in future. Such a law, however, would not prevent persons wishing to do so from transferring their land or an interest in it in some other shape. They might, for instance, call the transaction a gift, or a perpetual lease, or a purchase of an annuity on condition that the seller should hold the land so long as he paid the annuity. The only resource would be to declare land absolutely untransferable. This would be to subvert entirely the form of the property, and such a subversion could hardly be justified by any possible political or economic advantages.

App. B.,
p. 67.

V.—THE LIMITATION LAW.

107. It will be seen from the extracts quoted in the Appendix that there is a general opinion that the short period of limitation (three years) now allowed for suits for unsecured debts has the effect of enabling the creditor to oppress his debtor. Only one report is to the contrary. We are not, however, of opinion that any limitation law taken by itself can have this result. In the case of the ordinary debts of a ryot the law of limitation

App. B.,
p. 319.

* Last year the number of warrants of arrest printed was 172,600, while the number of arrests was only 7,135; so that it would seem probable that somewhere about 150,000 warrants had been used as threats only.

amounts to nothing more than a law by which the creditor is compelled to give the debtor a statement of his account. So far from this being an evil, it would seem to be the very best thing possible for the debtor. A fresh balancing of the account every year instead of every three years would, from this point of view, be better still. The only cost which the law puts upon the parties is the stamp, which is a comparative trifle, namely, one anna for every 100 rupees in a promissory note, and two annas for every 25 rupees on a bond. If the transaction were, as it ought to be, something like the following, the law of limitation would be the best for the protection of the ryot that would be devised:—

DEBT.		CREDIT.	
1865. Cash Rs. 50 for which a bond at 20		1865. Jowari	- - - Rs. 4 0
per cent. is given - - - Rs. 50		Karbe -	- - - „ 0 8
Interest for one year - - - „ 10		Labour -	- - - „ 0 8
		Milk -	- - - „ 0 4
		Cash -	- - - „ 5 0
1866. Interest for one year - - - „ 10		1866. Bajri -	- - - „ 8 0
		Cash -	- - - „ 1 0
1867. Interest for one year - - - „ 10		1867. Jowari	- - - „ 2 0
		Bullock	- - - „ 30 0
		Total	- „ 51 4
		Balance	- „ 28 12
Total - - - Rs. 80			80 0

It would surely be much better that an account such as this, which is a very usual account, should be balanced and a fresh bond given for Rs. 28-12 at 20 per cent. than that such transactions should be allowed to run on for 12 years when the original debtor may be dead, and if alive will certainly have forgotten what he has paid. This is the legitimate use of a limitation law, and it can hardly be supposed that the objections made to a limitation law refer to such a use of it.

It is objected to this law that it enables the creditor to extort a renewed bond for a greater amount than that really due. The limitation law alone, however, cannot enable the creditor to practise such extortion. It would rather appear to be the power which the law gives to the creditor to threaten a suit, when a suit may mean the imprisonment of the debtor's person, the sale of his land and dwelling at perhaps a nominal price, and the stripping him of all his other property except the clothes on his back. The reason why he waits for two or three years may be that he has not the effrontery to ask for a bond for double his debt without any excuse, and the limitation law is the excuse he makes use of.

108. The main objection made to a short limitation law is that it enables the creditor to obtain compound interest. Thus a loan of Rs. 100 for 12 years at 9 per cent. becomes only Rs. 208 at the end of the 12 years. The effect of renewing the bond every three years is to raise this amount by charging compound interest up to Rs. 260, thus:—

First bond	-	-	-	-	Rs. 100
Interest for three years	-	-	-	-	„ 27
Total	-	-	-	-	„ 127
Second bond	-	-	-	-	Rs. 127
Interest for three years	-	-	-	-	„ 34
Total	-	-	-	-	„ 161
Third bond	-	-	-	-	Rs. 161
Interest for three years	-	-	-	-	„ 43
Total	-	-	-	-	„ 204
Fourth bond	-	-	-	-	Rs. 204
Interest for three years	-	-	-	-	„ 55
Total	-	-	-	-	„ 260

When the interest is high and the bond renewed every two years, as is frequently done, the difference becomes enormous; thus at 25 per cent. Rs. 100 in 12 years becomes at simple interest only Rs. 400, ~~but by a renewal every two years under the limitation law it reaches the enormous sum of Rs. 1,139.~~ The force of the objection depends on the nature of the original agreement. If the agreement was to pay Rs. 25 per cent. on the balance of his account, the debtor, instead of having to pay under the limitation law more than he had promised, would actually pay Rs. 316 less than he owed; for under such an agreement his liability would, at the end of 12 years, be Rs. 1,455 instead of Rs. 1,139. If, on the other hand, the agreement was to pay 25 per cent. simple interest, or in other words to pay only Rs. 400 at the end of the 12 years, the effect of the renewal would be to compel the debtor to pay Rs. 739 more than he owed.

The ordinary form of agreement is to pay on demand the sum lent and interest at the rate fixed. This is in one sense an agreement for compound interest, as the creditor has only to get in his interest as it becomes due, and by lending it again to the same or another debtor he can recover the whole sum of Rs. 1,455 on his original loan of Rs. 100 at 25 per cent. If the creditor omits to get in his interest annually, this is an abandonment on his part of his right under the contract; and he then allows the debtor to have a distinct advantage which was not agreed upon, and loses a large part of his legal claim. But, although, strictly interpreted, this is the legal aspect of the contract, it appears clear that by the practice of the country, the taking of compound interest is not contemplated in the agreements entered into by the ryots. The agreements are for the payment of simple interest only, but with option to the lender to renew, and so to obtain compound interest if he finds himself losing by the transaction. The rates of simple interest are pitched so high in order to enable the lender to allow a long term of grace to the debtor without loss. The understanding is that, if the debtor is unable to pay, he shall not be pressed for the money. Under the old Limitation Law the practice is said to have been that the debtor, even if he paid nothing, was not sued or called upon to renew until the 12 years' limitation was about to expire, and that then he was only sued under the provision of *Damdapat* for double the principal sum lent. In other words, on a promissory note for Rs. 100 at 25 per cent., payable on demand, the creditor did not use his legal rights to a greater extent than at the end of 12 years to sue for Rs. 200; that is to say, instead of treating the contract as one to pay Rs. 100 at 25 per cent. on demand, he treated it as one to pay Rs. 100 at about 5 per cent. on demand. When the debtor was in a position to pay, the creditor probably got in his interest annually, and thus was able to obtain compound interest for his money. While the debtor was insolvent and could pay little or nothing, such a practice had the effect of a rough insolvency law. It amounted practically to the creditor striking off annually such part of his debt as the debtor was unable from poverty to pay. The new Limitation Law compels the creditor to renew oftener than he did before; and the effect, no doubt, is that debtors have now to pay compound interest in a great many cases where formerly they would only have paid simple interest. This effect ought, of course, to be balanced by a corresponding reduction in the rates of interest. If lenders obtain compound interest more frequently than they did before they ought to be content with lower rates of simple interest. But it is evident that such a reduction in the rates of interest can only be brought about by a slow and roundabout process, namely, by increased competition, attracted by the increased profits of the trade, breaking down the old customary rates.

109. We are unable then to avoid the conclusion that the reduction of the period of limitation has been the cause of considerable hardship to the debtor. The question follows whether it is desirable to alter the law in this respect, and to return to the old period. Our opinion is that for the following reasons it is not desirable to do so. In the first place, there is no law in the statute book which it is so desirable to keep free from change as the Limitation Law. There have been two Limitation Acts in the last 16 years, and the present Act is only five years old. Secondly, for the reasons given at the head of this section, we conceive that, if creditor and debtor stand on fair terms with each other, a short limitation is advantageous to both parties. Thirdly, we believe that the present hardship results from causes which will in time work out their own remedy. We are of opinion, however, that something may be done to relieve the present hardship by providing that bonds and other instruments written by the agency, which we propose should be appointed for the purpose, should acquire the extended limitation given to 'registered' instruments by the Limitation Act. The period for unsecured debts will then be extended from three to six years. There is no doubt that in the case of the agricultural debtor there are special reasons for considering an easy term of limitation desirable, for the ryot borrows chiefly against his annual income, and this annual income is uncertain.

VI.—FRAUDS.

(a.)—*Alleged practices.*

110. Among the causes that produce a feeling of hostility on the part of the debtor towards the money-lender, is the general belief that the money-lenders cheat them in various ways. The most common practice is said to be that of omitting to give credit for payments made by the debtor. Written receipts, though often mentioned in bonds as necessary for the proof payments, are in practice never given by the money-lenders. The only provision of the law on the subject is the clause of the Stamp Act, which makes it compulsory to give a receipt for a sum of Rs. 20 or more. The clause, as it stands, might be held to apply to money payments only, but in any case it is a dead-letter as regards the dealings of sowkar and ryot. The latter, when he makes delivery of produce to the sowkar, is not in a position to insist upon a receipt.

Of a similar character is the practice of refusing to show an account. Many sowkars do not keep such accounts as would be intelligible to a ryot, but none ever do more than come to a rough settlement at long intervals, usually when some new form is to be given to the debt. One ryot stated before the Commission that his sowkar had told him he could not spare time to make out an account, and if the ryot insisted he should have to charge him 10 per cent. for the trouble. It has been mentioned that the mortgagee as a rule keeps no account of receipts during his possession of land, even when the interest on the debt is at a specified rate. This practice enables the sowkar to omit credits for part payments when so minded. The Sub-Judge of Tásgaon says:—"The creditor in some cases gives credit for whatever little he receives, but there is nothing to convince the court or the illiterate debtor * * that he has certainly given credit for all the sums he has received." The Tálegaon Sub-Judge writes:—"The creditors, as a rule, hardly ever pass receipts for money received on liquidation of debts. The onus of proof lies upon the defendant, who being unable, through ignorance and other reasons to prove the contention, is often obliged to pay his creditor again." The Pátas Sub-Judge in his notes of a case tried in his Court, says:—"Another fact established in this case is that, although the plaintiff admitted that he recovered Rs. 80 a month or two after the bond, yet he charged interest for the whole Rs. 200 to date of suit, and credited Rs. 80 as if it had been received on the date of suit. This is the practice generally prevalent, viz., while calculating interest for the whole amount due from defendant to date of suit, no reduction is allowed for interest for part payments made before suit, giving credit for the amount as if the same had been paid on the date of suit."

That the ryot does not receive the consideration named in the bond is a common complaint. It has been noted above that the deduction of discount and premium is usual, and also that the ryot generally holds himself estopped from pleading want of consideration in the case of claims on a registered bond.

The complaint that sowkars obtain bonds in satisfaction of decrees, and then enforce the latter has already been noted in the extracts quoted regarding abuse of decrees; it is also believed that they retain and sue upon bonds which have been cancelled by the passing of new ones. It is certain at least that they often retain such bonds. In the proceedings of the police resulting from the ryots it was found that large numbers of the papers extorted by the rioters from the sowkars were superseded bonds, but none of them were found to be cancelled. The sowkars are also accused of imposing upon the ryots in various ways as, for instance, by inducing them to make contracts by promising some reservation in their use which afterwards they disregard, or by inserting conditions which they know to be illegal in order to frighten the debtor or to induce him to refrain from contesting a claim in court, or, when a suit has been filed, by persuading the debtor not to oppose it. In the execution of decrees they are accused of procuring seizure of property not belonging to the debtor on the chance of the real owner paying something to redeem it in order to save himself the trouble and expense of a petition to the court.

111. These and similar fraudulent practices are illustrated in the Appendices; their impunity is made possible only by the ignorance and helplessness of the Kunbi which places legal remedies practically beyond his reach. Actual forgery is no doubt occasionally committed by the money-lender, and he has recourse to false evidence and subornation of witnesses; but such offences are not confined to the sowkar class. As most constantly using the civil court, and most experienced in its proceedings, the sowkar class has no doubt more often occasion to use the means which all are too ready to have recourse to in judicial business. The element of gross criminality is hardly sufficient to be by itself a cause of serious mischief, though it must be admitted that those money-lenders whose reputation in this respect is most evil are among the most successful in

money making, and that they enjoy the fruits of their dishonesty in comparative impunity. To a sowkar, who is not thoroughly degraded, there is little temptation to commit serious fraud; the powers given him by the law are quite sufficient for his purposes without help from illegal weapons.

It is not surprising that the debtor, as is reported, sometimes endeavours to meet fraud with fraud. There is a strong concurrent opinion of local officers who have written on the subject, that the relations of the sowkar and ryot have been productive of considerable demoralization of the latter. The sub-judges state that fictitious transfers of property and other fraudulent practices, such as pleading that bonds are false when they are really genuine, and tendering false receipts in evidence, are resorted to. It is also said that the ryots who know how to use these weapons against the Marwari are prosperous. But the contest is unequal. It requires some intelligence to use the resources of fraud and falsehood with any effect against the creditor; and, as we have seen, it is only in a small minority of cases that the debtor ventures into courts to try conclusions.

(b.)—*Is prevention possible?*

112. The frauds to be provided against are of two classes :—(1), fraud as to the bond; (2), fraud as to the accounts. To prevent fraud of the first kind the only law in force in India is the Registration Act, which, roughly speaking, provides only for documents relating to immovable property above Rs. 100 in value. In most other countries the provisions against this kind of fraud are much more extended. In France the Code Napoleon (Article 2,127) provides that a mortgage can only be made by a deed passed before two notaries, or before one notary and two witnesses: also (Article 2,134) that all liens on immovables take order only from the date of registration: also (Article 2,154) that registration keeps alive the lien or mortgage only during ten years. Registration of all sales and other liens of immovables is, or lately was, made compulsory by the following Codes, namely, Austria, Holland, Russia, Ionian Islands, Prussia, the Roman States, Belgium, Baden, Hamburg, Saxony, the United States, the Cantons of Vaud, Geneva, Valais, Saint Gall and Soleure, Louisiana, Haiti, Bolivia, Germany, Bavaria, Greece. In Denmark, Norway, and Sweden, such deeds must be read publicly in court and recorded.

113. The Code Napoleon, Article 1,341, provides that every transaction (*acte*) relating to all things exceeding 150 francs in value must be made before a notary or by a writing under private signature, and oral evidence is not admissible to prove such transactions. Article 1,325 provides that acts under private signature which contain synallagmatical agreements are not valid, unless there has been made a number of originals equal to that of the parties having a distinct interest. Article 1,326 provides that an act under private signature by which one single party binds himself to pay a sum of money or a thing capable of being valued, must be written throughout in the hand of the subscriber, or he must, besides his signature, write the word *bon* or *approuvé*, and the sum or quantity of the thing in full, except in the case of tradesmen, artisans, labourers, vine-dressers, day-labourers, and servants. Several Codes follow the Code Napoleon in excluding oral evidence as to transactions. In most of the codes named above limits are fixed to the value of property which can be dealt with without written instrument, and in England section 17 of the Statute of Frauds provides that a contract for the sale of goods of the value of 10*l.* must be in writing, or that part of the goods shall have been accepted by the purchaser, or part payment made. Section 4 provides that no action shall be brought on a promise to answer for the debt of another or on an agreement in consideration of marriage, or for the sale of lands, or any interest in lands, and on an agreement not to be performed within the year, unless such agreement, &c. is in writing and signed. Section 1 provides that certain leases, estates, &c. shall have the effect of leases, estates, &c. at will only, unless put in writing by the parties and signed by them. Several codes provide that certain contracts can only be made by means of a deed before a notary. In Russia leases of immovables, contracts to furnish, loans and contracts of service must be made before a notary, who is bound to keep a register, and is provided with a seal. If the contract of loan is not certified by a notary, the lender loses his right to interest, and his claim is postponed to that of other creditors.

Several of the codes make special provision for parties who are unable to read and write. Thus in Sardinia, it is provided that a deed by a person who cannot read or write is invalid unless signed by three witnesses, two of whom can write. In the Codes of Bolivia, Denmark, and Lucerne, it is provided that there must be two witnesses who must read the document and explain its contents to the debtor. In Russia if the party

cannot sign he must get the deed signed by his confessor or agent. By the Code of Friburg any party to a contract can claim that it should be reduced to writing, and when the other party cannot write that it may be made before a notary.

114. In England unqualified persons are prohibited from practising as conveyancers under a penalty of 50*l.* In India there is no prohibition against the drawing of deeds by unlicensed persons, and the people who undertake this business are known to be often ill-qualified to perform it. In Oudh alone public notaries were appointed under rules laid down some years ago, and their appointment is said to have been popular. It thus appears that fewer precautions are taken in India for the prevention of fraud of the kind under consideration than in other civilised countries. A system of compulsory registration for all bonds was proposed in the Bombay Presidency in 1844, and again in greater detail by Mr. Fraser Tytler in 1859. The objection was felt to be the inconvenience that would be caused to the public by too great interference with monetary transactions. This objection must of course always exist, but we think that something may be done in the direction required by the appointment of persons qualified to draw instruments at convenient distances over the country. With the appointment of such persons a simple system of registration may be combined. The object in view would be, not to introduce a novel system, but to regulate that now existing, by substituting for the present ill-qualified and irresponsible writers a qualified and responsible agency. We are of opinion that this object may be obtained with no appreciable sacrifice of public convenience and to the great advantage of public morality. As to the second class of frauds, namely, that relating to accounts, it seems to us reasonable that some simple means should be afforded to the debtor of compelling the delivery of receipts and accounts by his creditor.

VII.—THE ACTION OF THE CIVIL COURTS.

115. In the remarks of executive officers on the subject of indebtedness and of the oppression of the debtors, the evils complained of are frequently attributed to the "action of the civil courts." It appears to us that this expression is generally used without any intention of attaching personal blame to the judicial officers who constitute the courts dealing with the agricultural debtor. Indeed, such an intention has been repudiated by some of the officials who have used the expression. The practice of speaking of a particular branch of the law or administration by the name of its outward embodiment, the body of officials who represent it, is usual enough. There can be no doubt that in many cases where the "civil courts" are complained of as causing misery to the debtor, the real subject of complaint is the law those courts have to administer. If, as we hold, the powers of execution given by law to the creditor are oppressive, it is not surprising that the courts, through which those powers are exercised, should get the blame which properly attaches to the law. It must be observed that the law has to presume equality between the Sowkar and Kunbi. We have stated that the dealings between them are conducted not by accounts, but by bonds. The sowkar comes to our courts to enforce a written contract; this form of suit is one in which more than any other it is dangerous for any inequality between the parties to be lost sight of, and at the same time the method of dealing is one that is calculated more than any other to aggravate the disadvantages of the illiterate debtor unable to anticipate the future. The task of tracing transactions imbedded in a mass of bonds, the nucleus of the original consideration incrustated with accumulations of interest, premiums, stamps, and account balances, and carried through repeated renewals, would baffle an intelligent accountant; but such transactions are often the subject of the sowkar's claim in the civil court. The contrast between the position of the English minor, protected by law from the consequences of youthful folly, and the condition of the Kunbi, whose folly is life-long, has often been drawn. The analogy may be not be perfect, but the comparison illustrates the point to which we ask attention; and it may be well to note that the Kunbi attains his legal majority at 18 years of age, and executes bonds during minority which, though not binding, he supposes to be so. It may fairly be said that the terms upon which suitors stand to each other in the Deccan is such as to make it desirable that there, more than in most places, the courts should be fully capable of holding the balance evenly between the parties.

116. But we have further to consider whether the court in the strict sense, that is, the subordinate judicial staff who have to deal with agricultural debt generally, are in any way responsible for the mischiefs complained of. On this head we may say at once that there is before us, in the reports of many of these judges, ample evidence of a strong desire on their part to alleviate the miseries of the indebted ryot; and, so far as we can judge, their responsibility for the wholesome operation of the laws and system they

administer would not be denied by any of them. But it is possible that the judicial staff, though actuated by the best intentions, may be prevented by special causes from doing justice between man and man to the full extent desirable, and it is necessary for us to consider whether any such causes have been at work in the Deccan. Under the head of *ex-parte* decrees we have remarked on the fact that the subordinate judges are generally overworked, and we have pointed out how this fact must operate injuriously on the debtor, first, by preventing the judge from giving full attention to his case when unrepresented by a pleader, and, secondly, by causing delay in the disposal of suits. We have also pointed out that the inaccessibility of the courts must often tend to keep debtors from appearing in them. There remains another cause which is often quoted. This is the alleged technicality and want of equity of the courts. The judges are said "to have given the people the dry bones of law and procedure instead of the life-giving meat of equity and justice." Again, it is said, "the subordinate judge is quite aware of the inequitable nature of many of his decrees: but he is not a court of equity; he is bound to administer law, not justice, and is powerless to protect the ignorant Bheels." Upon these and similar statements the first remark we have to make is that it is a mistake to suppose that courts in India are bound only to administer law in the strict sense in which the term is here used. They are distinctly courts, "of equity and good conscience" as well as of law. Secondly, it is certain that the laws of this country, as, for instance, the Contract Act, the Evidence Act, and the Civil Procedure Code, are as little open to the charge of technicality as any laws can possibly be. If, then, the complaints in this respect have any force, the blame must lie not with the law, but with the judges. It is quite conceivable that a subordinate judge, whose salary in many cases amounts only to Rs. 200 a month, and whose jurisdiction is as extensive, practically, as that of a high court judge, should, like all comparatively untrained and ill-educated lawyers, be inclined to view law in a technical narrow manner. It is unlikely that the class of men who can be got for such a salary should be able to take such enlarged views of the points that come before them as would naturally be taken by judges of a higher intellectual calibre and greater culture. If the subordinate judges fall short in this respect of the proper standard, the remedy is clearly not far to seek, and higher pay should be offered to attract better men.

117. There is another cause which requires mention here as tending to make the action of the courts oppressive to debtors, namely, the high costs of suits. The costs of suits fall upon their debtors, and so long as they do not exceed the actual cost of the litigation of which the debtors are the cause, the charge is fair. But the income from the 88 Subordinate Courts, last year, was Rs. 16,89,744; while the expenditure on the courts, including salaries of judges and all officers attached to the courts, was only Rs. 6,90,717. These courts thus yielded a net revenue of nearly 10 lakhs of rupees. It is impossible to ascertain precisely how much of this surplus is absorbed in the support of the Appellate Courts. But we need not say that the object of courts is not to yield a revenue, and it is plainly proper that any surplus that may be derived from them should be devoted to improving the administration of justice in them, and not to any other object. There appears reason to think that some of the miscellaneous court charges—such as fees for copying, cost in execution and attachment processes, and the like—are unduly burdensome, and if this is the case they should be reduced.

App. A.,
p. 292.

CHAPTER VI.—THE IMMEDIATE OCCASION OF THE RIOTS.

118. We have now considered in detail what appear to us to be the general causes in operation for some time past in the disturbed districts which by placing the debtor in a condition of unfair subjection to the money-lender aroused, or tended to arouse, hostile feelings in him. It remains to consider what were the particular circumstances which threw those feelings into action in the form of the riots. We have shown how the pressure upon the ryot of measures for the recovery of debt, and the reluctance of the sowkar to make further advances, had been gradually increasing from 1869 to 1875. This reluctance gave rise to a proceeding which is hinted at in the newspaper extract quoted in the first chapter of the report, viz., the refusal of the sowkars to pay the second instalment of revenue falling due in February and March on account of lands, the produce of which they had received from their debtors. An order of Government in the Revenue Department, Resolution No. 726, 5th February 1875, framed plainly with a benevolent intention, had directed that in the case of a defaulting occupant process for recovery of land revenue should issue first against the movable property of the occupant,

Refusal of
the sowkars
to pay the
revenues.

and that the land should not be subjected to sale until this had been disposed of. A sowkar, therefore, who had paid the first instalment in order to secure the produce could refuse to advance the second instalment without the risk of losing the land as his security, so long as the cultivator had movable property to cover the amount of the Government demand; this was done during last season by many money-lenders, who thereby aroused against themselves the vindictive feeling engendered by a sense of deliberate wrong.

119. Our attention has been especially directed by the letter of the Government of India to the Bombay Government, No. 995, of 9th July 1875, to the questions whether the riots were in any way connected with the re-settlement of the land revenue, and whether the rioters were acted upon by the agency of persons of position and education.

Enhancement of Government demand.

We have already observed that the enhancement of the Government demand in the Poona districts operated simultaneously with the fall in prices to contract the ryots' solvency. There can be no doubt as to the effect of such enhancement upon the indebted cultivator. By diminishing his profits it renders him less able to repay his present debts, and it also renders him less able to borrow. On the creditor its effect will be to diminish his income both as a creditor receiving the profits of his debtors' lands and in many cases also as a proprietor drawing income from land in his possession. He will seek to recoup himself for these losses in his income by pressing his demand upon the debtor, and he will reduce the amount of future loans in proportion to the reduction in his debtor's income. By these natural consequences we believe that the enhancement of the Government demand contributed in the Poona districts to aggravate the result of the fall in prices.

Influence of persons of position.

We have not found any reason to believe that the ryots in committing themselves to the outbreak were as a body acted upon by persons of higher position and education. Among the influential classes there were many who would find their interest in the ruin of the Marwari or Guzar money-lenders; such were those who, like the Deshmukh of Kardeh, might expect on such a contingency to be saved from ruin themselves, and the large classes of Brahmins who formerly supplied many members of the banking and money-lending class, but who have not been able to compete with the more practised and unscrupulous foreigner. There is no evidence that the movement which culminated in the riots was organised or fostered by such persons with any comprehensive design, but it has been made apparent that in some cases the rioters had the support and countenance of persons of influence in their neighbourhood.

Encouragement from a band of outlaws.

120. There had been during 1874 a band of Koli outlaws committing dacoities on the hills of the western districts of Poona and Nagar. Their outrages were almost entirely perpetrated against the sowkar class, and, owing to the terrorism they created, a large tract of country enjoyed complete immunity from the exactions of Marwari creditors and their agents for many months. It is very possible that this example was an encouragement to those harassed by Marwari creditors in the neighbouring districts.

Circulation of a story.

A circumstance which perhaps more than any other precipitated the outbreak was the circulation of a story, which would seem too absurd to obtain belief even amongst the most ignorant, to any one unacquainted with the people or with the history of the Santhal rebellion or the Mutiny of 1857. The most popular form of the story was that an English *sahib*, who had been sold up by a Marwari creditor, had petitioned Her Majesty the Queen on the subject, and that she had sent out orders that the Marwaris were to give up their bonds. As more briefly told and largely believed, even by the more educated people of the villages, the story was condensed into the simple form that, on a report from India, orders had come from England that the Marwaris were to have their bonds taken from them. In some form or other this report was circulated, and a belief established that, acting under orders from England, the Government officers would connive at the extortion of their bonds from the sowkars. It is somewhat remarkable that a somewhat similar belief was entertained by the Santhals, whose rebellion in 1855 originated in similar causes.

Official inquiry as to money-lending.

121. During 1874, the district officers had been called upon to furnish information regarding the people of their districts for the officer compiling the gazetteer of the Presidency. Amongst other subjects the business of the money-lender, the leading characteristics of his professional dealings, and his relations to the agricultural class had been inquired into. It is impossible to suppose that the fact of such an inquiry being made should not become known through questions referred to subordinate officials and in other ways; the fact becoming known, the object of the inquiry would be canvassed and most surely misapprehended by the masses of ignorant debtors, and in this way it may well be supposed that the absurd rumours above described being associated with the actual fact of the inquiry into sowkars' dealings would receive more ready credence.

“The Government through the district officers had heard of the ill-treatment of its ryots by the sowkars, had caused inquiry to be made, and had now given an order which would redress their wrongs.”

CHAPTER VII.—REMEDIES RECOMMENDED BY THE COMMISSION.

122. Remedies for the evils resulting from indebtedness may be sought either in the removal or mitigation of the causes which lead to debt or in the removal or mitigation of its consequences.

Beginning with the causes of indebtedness as described above in Chapter III. we find poverty associated with unfavourable conditions of soil and climate as one of the causes. The only possible mitigation of this cause appears to be the improvement of the conditions of agriculture by irrigation; but we have seen that the incubus of debt requires to be removed before the ryots can be expected to avail themselves largely of such means. It might however, we are of opinion, be well for Government to consider whether the rules for carrying into effect the provisions of the Land Improvement Act might be modified in such a manner as to make the help which Government is ready to give under that Act more available to the ryot than it is now found to be.

123. The next cause of indebtedness is ignorance and improvidence. The natural remedy for ignorance is education. Experience has shown that from this no speedy improvement can be hoped. For the purpose of this inquiry we must assume not only that the Kunbi is uneducated, but that he will continue to remain so. Improvidence seems to follow as a consequence of ignorance. The expenditure in marriages and on similar occasions will, it may be hoped, gradually decrease (as it has been decreasing for some time past), and we have already recorded our opinion that if the Kunbi were not encumbered with debt even the present expenditure would not be excessive. In the measures which we shall propose below will be found one which we believe will go far to protect the ryot from the immediate consequences of his ignorance.

124. The increase of population as a cause of debt can only be met by increasing the production of the soil or by emigration. We have seen that the former relief is for the present barred by the obstruction of present indebtedness and want of capital. But the introduction of canal irrigation cannot fail in time to change the face of a great part of the country. The experience of the North-west Provinces has shown that, though there may be reluctance at first to use canal water, the pressure of bad seasons sooner or later compels the ryot to make the experiment, and the reluctance is then overcome.

125. The fixed revenue demand associated with variation of season is another cause of indebtedness. We do not at all under-estimate the importance of fixity of demand in the land revenue, but we question whether this advantage is not purchased too dearly by the ryots of a large portion of the disturbed district, perhaps also by the Government itself; for the Government limits its assessment in consideration of bad seasons, but is nevertheless forced to give remissions in years of drought. We will not refer to the frequent remissions during the early period of the late survey settlement in the eastern districts of Poona; but we note that large remissions were given in Indápur and Bhimthari in 1866–67 and again in 1871. The local peculiarities of the district then cannot be ignored; but at present they are recognised only in extreme cases, and only in the direction of reduction, never of enhancement. On the strict principles of the settlement, remissions should never be given. If these principles are departed from, it would appear reasonable that Government, which shares the loss in years of drought, should also share the profit in the years of great plenty. If it were possible to introduce a more elastic system than the present, which should yet be governed by fixed principles and avoid haphazard remissions, we believe that both the ryot and Government would in the end be gainers. This question is under consideration by the Government of the North-west Provinces with regard to its Bundelcund districts, which labour under the same disadvantages of climate. It is a question with the details of which we are hardly called upon to deal, but we believe it to be deserving of careful consideration, with the view to relieving Government of the responsibility, however indirect, of contributing in some measure to the ryots' embarrassments. As the outturn of produce in these “drought-stricken” districts varies directly with the quantity and timeliness of the rain-fall, and as these are matters which can be accurately ascertained, it may be possible that some system of adjusting the Government demand to the ryots' capacity within reasonable limits might be made to work without being open to the objection of uncertainty.

App. C.,
p. 289.

We may note here that in the Madras Presidency, where a Ryotwari Settlement exists, a system of annual remissions for loss and failure of crops, and for land falling waste through causes beyond the control of the ryot, is in force. The remissions range annually from 2 to 10 per cent. of the gross demand, which is about Rs. 40,000,000. The remissions for loss and failure of crops are granted in the form of a percentage on all lands which have suffered. No attempt is made to estimate individual losses; but the rate of remission, when necessity arises, is determined by the examination by local officers of a sufficient number of fields. The system is stated to work well. For the area of uncertain rainfall in the Deccan we should however be disposed to prefer a system of greater certainty, and one less dependent on local investigations. We may also note, with reference to the rigidity of the demand in the Deccan upon the persons actually cultivating the soil, that in the North-west Provinces, where the money-rents paid by the cultivators generally fall short, as the assessment does here, of the full rent of the land, and where moreover seasons are more certain, the rent-roll is still seldom collected in full by the landlords within the year. Either the landlord is merciful and makes allowance for the misfortunes or necessities of his tenants, or the tenants are actually unable to pay in full. In most villages a balance of 5 or 10 per cent. will be left uncollected to be recovered in the next or following year, or in extreme cases to be dropped altogether. There is thus an elasticity in the demand; the landlord in fact acts as a buffer between the State and the cultivator.

App. C.,
p. 290.

Enhance-
ment of as-
sessment.

126. We are strongly of opinion that on revisions of assessment when the Government demand is enhanced more than 25 per cent., the increase should be imposed gradually, as is now the practice in the North-west Provinces. The injurious consequences of a sudden enhancement have been noticed above; these would be in a great measure averted by a gradual increase, and there does not appear to be any objection to this method at all outweighing its obvious advantages.

Defec-
tivity of
the present
law.

127. Of the remedial measures which we submit, it will be seen that one (a Bill for the Prevention of Frauds) is intended to protect the ryots in the first stages of debt before the creditor has gone to the Civil Court. We have above represented the particular disadvantages under which the ryot is placed, and the fraudulent and unfair practices to which he is exposed by his ignorance and helplessness at these stages; and we have indicated the manner in which it seems possible to afford him protection. We have also noticed the effect of the Limitation Law as abused by the creditor. The statement of objects and reasons attached to the Bill will show how its provisions may be hoped to meet these particular evils. The second Draft Bill is a measure designed to meet the hardships incurred by the debtor through the excessive powers given to the decree holder under the present law, the absence of all protection to the insolvent debtor, and the use of decrees *in terrorem*.

Alterations
in conduct
of judicial
business.

128. Together with these measure we have to suggest an important alteration in the present system of conducting judicial business in the Subordinate Courts. The following figures show the proportion of debt-suits to other suits in the Subordinate Courts of Poona and Ahmednagar, and the number of debt-suits below Rs. 200 and above Rs. 100, and the number of suits below Rs. 100:—

Proportion of debt-suits to other suits.

	Debt-Suits.	All Suits.	Percentage.
Nagar	- 8,444	9,008	93·73
Poona	- 7,457	7,978	93·46

Proportion of suits below Rs. 200 to other debt-suits.

	Debt-Suits.	Below Rs. 200 and above Rs. 100.
Nagar	- 8,444	1,210
Poona	- 7,457	1,087

Proportion of suits below Rs. 100 to other suits.

	Debt-Suits.	Below Rs. 100.
Nagar	- 8,444	6,523
Poona	- 7,457	5,735

App. C.,
p. 291.

In the Appendix will be found an analysis of the suits disposed of by the sub-courts with reference to the question of giving the sub-judges the powers of small cause courts,

which still further illustrates the nature of their work. Many of the sub-judges have been given the powers of small cause courts, and it is understood to be the intention of Government to confer these powers generally as qualified judges are appointed. In districts such as Poona and Ahmednagar, it seems to be of urgent importance that judges so qualified and exercising these powers should be appointed as a preliminary to the change in their present method of conducting judicial business.

129. We have stated that one reason of the non-appearance of the Kunbi defendant is his inability to leave home for any time without loss. Another is the expense of pleaders. We think it essential to any judicial reform in the courts which deal with small agricultural debts that they should be easily accessible to the defendant and his witnesses, and, consistently with due order, as little as possible attended by the formal official surroundings of a regular stationary tribunal. For this purpose it is of importance that the small debt cases should be heard as near to the residence of the parties as possible. We therefore recommend that in the jurisdiction of each subordinate judge, village courts should be opened in a number of localities sufficient to place one within easy reach of every village, so that litigants may be able to go to the court in the morning and return home at night. The market towns would, if suitable accommodation existed, be the best localities; so that the judge might hold his court during the bazar days. One advantage of this system of hearing cases on the spot would be that the witnesses and parties would be much more likely to state the case according to the truth, because they would be subjected to the criticism and public opinion of their fellow-villagers. A man would often lie in a distant court where nobody knew him, who would not do so in the presence of all his friends who knew the real facts.

A sufficient number of clerks or registrars would have to be provided to receive complaints and answers and issue summonses and warrants, and generally to prepare the cases to be heard in the village courts for hearing by the subordinate judge. For the actual conduct of cases the present establishments of the subordinate judges should supply a sufficient staff. The procedure in all small debt cases being that of a small cause court, the record would not require much labour. The subordinate judge should visit each court at stated intervals, the list of cases for hearing at each being published beforehand. We would recommend that the patel of every village should be made an officer of the civil court, to be present and to attest the execution of all processes, service of summonses, and such duties, for which the payment of a small fee would be sufficient. The executive portion of civil judicial business has in our opinion not benefitted by being conducted altogether independently of the village executive. In former times, we are told by a native judicial officer of experience, a patel would report to the munsif the conduct of a judgment-debtor endeavouring to make away with his property; now the sympathy of the village official is rather inclined to the other side. In order to carry out these changes no alteration in the law appears to be necessary.

130. It has been suggested by officials to whose opinion we attach weight that a pleader should be appointed specially to represent the agricultural and illiterate defendants. We see no valid objection to such a measure, but prefer to confine our recommendations on the subject of the conduct of small debt cases to the proposals above made, hoping that, if the other measures which we submit are carried out, the defendants themselves may be more able and willing to appear in court when they have an answer to a suit; and trusting also that the subordinate judges will be able to deal with debt cases, as they ought to be presented under an improved system of trade, without the assistance of pleaders. The appointment of a pleader to represent illiterate defendants is a measure the advisability of which may be determined by experience.

131. The Draft Bill for amending the law regarding execution of decrees contains provisions which may, we think, be safely made applicable to the whole of India. These are:—

1. The abolition of imprisonment for debt.
2. The exemption of necessities from sale in execution.
3. The provisions protecting the judgment-debtor from a wrong use of a decree and making the decree a *finis litis*.
4. The limitation of decrees.

As to the detailed provisions regarding the sale of immovable property we are unwilling to hazard an opinion that they can be made of general application. The questions involved are very numerous, and require a much more extended and minute inquiry than we have been able to bestow. As to the advisability of inquiry into the extent of a judgment-debtor's property before land is sold, we have little or no question that such a provision of law would be highly beneficial everywhere. As to the method by which the inquiry should be made and the other incidents of the procedure which the

draft Bill contains we feel that these subjects require the maturest consideration and reference to the best judicial authorities before any measure generally applicable could be resolved on.

132. Regarding the general provisions of the Draft Bill little remains to be said which has not already been anticipated in our remarks on the evils which they are intended to remedy. As to imprisonment and protection to the debtor's necessities, it is quite unnecessary to do more than refer to those remarks. The provisions relating to the sale of immovable property present the following features which call for remark :—

1st. That immovable property should be sold only by order of the district court and after inquiry.

It would be manifestly impossible for the subordinate court, which is fully occupied with small debt cases, to conduct the inquiries which we advocate. If, as may be expected under an improved system of money dealings and with a more accessible court, more debt cases are defended the time of the sub-judge will be mainly occupied in disposing of such cases. The member of the district court, to whom the duty of making inquiries would fall, would be better able to deal with points of law than the sub-judge, and such points would be frequent. The small cause court judges cannot now order sale of immovable property in satisfaction of a decree, and the sub-judge who would sit in a small cause court would have to transfer the decree for execution. It is not desirable to let the sale of land remain as at present a process of no more responsibility to the judge or difficulty to the decree holder than, as the native, quoted by Mr. Pedder, puts it, "the sale of a bullock or a turban." As regards the method provided in the Draft Bill for a partial sale of the interest in land, we would observe that it is not open to the objections above stated against the *temporary* alienation of the *whole*. The other alternative processes allowed by the present law are open to the court; but this might, we think, be safely added. The right of pre-emption given to the collector offers some security against unnecessary sales being brought about by combination or fraud, for within safe limits the Government would probably be willing to sanction what would practically amount to enhancement of the assessment to a rackrent.

133. Regarding the provisions drafted to make the decree final and to prevent its abuse, we quote the following extract from the Administration Report of the Central Provinces for 1874-75 :—

"The point to be determined seems to be this, whether a decree is a final settlement of a transaction, or whether in the same way as a decree supersedes an old contract or agreement, either by decreeing its enforcement or some penalty in lieu thereof, a decree itself can be superseded by a private agreement between the parties made without the cognisance of the court which passed the decree. It seems difficult to hold the latter view; first, because the Code of Procedure lays down that a payment on a decree must be made through the court, and if not so made shall not be recognised by the court; hence a decree holder, if he obtained payment or part payment with a fresh bond from his debtor, might take out execution of his decree, while the court could not give the debtor the benefit of any payment he had made, and the creditor would afterwards again sue on his fresh bond.

"But if it be lawful to supersede a decree by a fresh bond, of what use is it for the Committee revising the Code of Procedure to suggest that no decree shall remain alive beyond 12 years? It would be no relief whatever to debtors in the Central Provinces, where it is believed that a very large proportion of decrees are, immediately on being obtained, superseded by fresh bonds, and thus the deciding of a suit and the passing of a decree are not by any means the end of a transaction, but only one stage of debt case which is for ever before the courts. In this case there is no *finitis litis*, and this would explain also why there are so many civil suits in these provinces, so many instituted year after year. They are in great measure only the same cases coming up over and over again."

On the limitation of decrees to six years we have to note that in the new Draft Procedure Bill it is proposed to fix a limit of 12 years, and that in the Bengal rent law (Act X. of 1859) decrees of under Rs. 500 in value are limited to three years.

134. In the present state of the law an Insolvency Act is in our opinion urgently needed. If the changes which we recommend in the law for the execution of decrees are carried out, the need of an Insolvency Act will, we think, be much lessened. As it is impossible to provide any insolvency law which would be restricted in its application to the agricultural debtor class with whom we are concerned, we do not find it in our power to make any specific proposals regarding such a measure, nor do we consider

that, so far as the needs of this class are concerned, this subject presents any great difficulties.

135. Measures such as those which we advocate may be objected to on the ground that, as they directly tend to reduce the sowkar's security by limiting his powers of recovery, they will raise the rate of interest. The limitation of the powers of recovery, together with obstacles in the way of unfair dealing, will, we are of opinion, operate rather to restrict the sowkar's business to its legitimate limits; that is to say, by raising the rate of interest will exclude the worst class of borrowers from obtaining loans altogether. The rate is, under the present conditions of the sowkar's trade, in some degree determined by the risk of the worst cases; but the worst class of debtors would not be able to borrow money at all, or only very small amounts, if the creditor had not the large powers which the law now gives him; if these powers are withdrawn, the money lender will have to restrict his dealings to the more solvent and respectable borrowers, and they will not be burdened with the risks of the bad debtors. The effect of changes favourable to borrowers has been rather to enlarge the area of indebtedness than to reduce interest. A change in the opposite direction may be expected, therefore, to contract the area rather than enhance interest. The best class of sowkars rarely have recourse to the civil court; their business would be hardly affected by any change in the law; the effect of the proposed changes then would fall upon the lower class; it is this class only which lends to the poor and least respectable ryots; the better class of borrowers will always be able to obtain credit from the better class of sowkars who do not depend upon the civil courts for the recovery of their debts.

Objections to
proposed
measures.

We are further of opinion that while the delays of inquiry preliminary to sale of land will tend to make the security unpopular at first, on the other hand the enhanced value to be expected from sales of good title will bring a re-action in this respect, and eventually improve land as security.

136. It is not improbable that the objection may be raised to the measures proposed, on financial grounds, that they would involve a large increase in judicial machinery and corresponding outlay. On this point we would observe as follows:—

First, there is a surplus to be disposed of, the income from Court fees in the Subordinate Courts being at present considerably in excess of the expenditure. On this subject we would invite attention to the remarks of the Judge of Tanna at p. 294, Appendix A.

Secondly, it may reasonably be anticipated that, if the measures which we advocate become law, there will be a very material reduction in the work of the Subordinate Courts, which is now believed to be beyond their strength. Improvements in the system of dealing ought both to improve the relations of debtor and creditor and to facilitate the disposal of suits when the parties differ. Curtailment of the creditor's excessive powers of recovery by law ought to check undue dealings and the vast amount of debt due from insolvent, or nearly insolvent, estates, which gives occasion both to constant suits and to constant applications for execution. The extension of limitation for bonds will enable the debtor to stave off the constantly recurring crises which end so often in a suit. The restriction of the currency of decrees and the discouragement to their adjustment by new bonds will stimulate the creditor to obtain speedy satisfaction and reduce the number of processes. The hearing of cases on the spot by enabling the court at once to procure the attendance of witnesses and production of evidence will obviate delays and postponement. The use of the Small Cause Court procedure will promote despatch. For these and similar reasons it may be anticipated that, although a heavy pressure of work at present is to be anticipated, the ultimate effect of the measures proposed will be to bring the work of the Subordinate Courts within their powers, and that the only additional machinery which the carrying out of those measures would involve, will be an increase in the staff and establishment of the District Court. Against the increase of work entailed by the inquiry preliminary to a sale of land, must be set off the large number of appeals in suits growing out of such execution sales. Of suits relating to immovable property about 1 in 5 are appealed, and of this class of suits out of 6,020 in the Presidency of Bombay 4,329 grew out of execution sales. It may be anticipated that the effect of the proposed measure will be to reduce very considerably the number of applications for sale of land. Allowing then for the reduction in appeal cases and in the number of applications for sale, and considering that the Judge would ordinarily refer to the Subordinate Court the duty of inquiring into the simple claims certified before it, it may reasonably be expected that the addition to the District Bench need not be so large as might at first sight appear probable, looking merely at the number of applications for the sale of immovable property under the present law.

Measures for
dealing with
present debt.

137. Regarding immediate measures for dealing with the existing debt in the disturbed districts, proposals were submitted by a member of the Commission, and are now before the Government. It may be anticipated that the discussion of the measures now proposed will make creditors eager to use the powers they possess against their debtors, in view of their possibly being deprived of some of them; to meet this danger we consider that it would be well for the Government to consider the advisability of applying the provisions of the Draft Bill for altering the execution of decrees to the districts of Poona and Ahmednagar by a special Act.

BILL FOR THE PREVENTION OF FRAUDS.

Statement of Objects and Reasons.

Money-lenders are frequently charged with cheating their debtors—

- (1.) By forging bonds.
- (2.) By withholding the consideration mentioned in a bond.
- (3.) By obtaining new bonds in satisfaction of old bonds and of decrees, and nevertheless enforcing the latter.
- (4.) By not giving credit for payments.
- (5.) By refusing to explain, or by wrongly representing, their accounts to their debtors.

Debtors are charged with cheating their creditors—

- (6.) By pleading that bonds are false when they are really genuine.
- (7.) By tendering in evidence false receipts and false evidence of alleged payments.

The present short period of limitation for unsecured debts is believed to cause hardship to debtors.

To prevent frauds of the kinds (1), (2), (3), and (6), a system of compulsory registration of all bonds was suggested in 1844 and again in 1859. The objection was felt to be the inconvenience that would be caused to the public by too great interference with monetary transactions. This objection must always exist, but it is thought that something may be done in the direction required by regulating the agency employed in bond writing, that is by substituting for the present ill-qualified and irresponsible writers a qualified and responsible body of men. The present Registration Law (Act VIII., 1871) provides, roughly speaking, only for documents relating to immovable property above Rs. 100 in value. It is proposed in this Bill to supplement the Registration Law by providing a cheap and simple method by which persons desiring to execute any instrument may get it reduced to writing and registered. Sections 1 to 6 provide for the appointment of public notaries, whose duty it will be to write and register instruments in sufficient numbers in every district. To both parties there will be the advantage that each will be made more secure against fraud by the other; to the obligor, that he will receive a copy of the instrument. It is further proposed (section 7) to give to instruments registered by a public notary the extended term of limitation secured to instruments regularly registered by clause 6, section 3, of the Limitation Act. These advantages, and the knowledge that henceforth an instrument written by any one but a public notary will be regarded with suspicion by the courts, will probably be sufficient to induce the people generally to use the notaries' services. It is proposed, however (section 12), to penalise the writing of instruments for hire by unlicensed persons. With regard to certain instruments to which one of the parties is a person unable to read or write, and therefore a person requiring special protection, a compulsory clause seems necessary, and has been included in section 12. It is not thought desirable to make the penalty take the form of invalidity in the instrument itself.

To prevent frauds of the kinds (4), (5), and (7), the expediency of enforcing the delivery of receipts and accounts has been often insisted on. Sections 8 to 10 of this Bill provide for the delivery of receipts and accounts. A debt may be due either under an instrument or on an account. In the first case the debtor can claim a receipt for any payment made (whether in money or kind) and a statement of account at the end of the year. In the second case, the debtor can claim a pass-book and can require his account to be written up in it at any time. The difficulty follows as to the penalty for non-compliance. Section 10 of the Bengal Rent Law (Act X., 1859) provides that any tenant from whom a receipt for rent paid is withheld can recover damages not exceeding double the sum paid. But the section is understood to be not very effective, owing to the reluctance of tenants to sue; and a similar provision would probably be

ineffective here. It might be made more effective by providing that damages could be allowed as a set off against a suit by the creditor. But this would be a roundabout method. Section 27 of the Stamp Act provides a fine of Rs. 100 for any person refusing to give a receipt for any sum exceeding Rs. 20 in amount, and the offence (section 44) is triable by a magistrate. It is true that the object of this penalty is to secure the stamp revenue, not to protect the person making the payment, but none the less does it constitute the withholding of a receipt for certain sums a criminal offence. It is proposed in this Bill to extend the penalty and the magistrate's jurisdiction to the withholding of a receipt for any payment, and to the withholding of accounts and pass-books. The moral effect of this provision will probably be such that it will seldom be necessary to enforce the penalty. Section 13 enables the Local Government to exclude any district or place from the operation of the Act. It will perhaps be considered desirable, in the first instance, to exclude the city of Bombay and large towns.

With regard to the rules which will be framed by the Local Government under section 2 for the appointment and direction of public notaries, the following suggestions are made :—

- (a.)—The remuneration of a notary should consist partly of a fixed allowance, and partly of a share or the whole of the fees taken by him.
- (b.)—The fees should be low and adjusted by a simple scale :
- e.g.*, 2 annas when the amount involved does not exceed Rs. 25
4 annas when it exceeds Rs. 25 and does not exceed Rs. 50
8 annas ,, Rs. 50 ,, Rs. 100
1 Re ,, Rs. 100 ,, Rs. 1,000
5 Rs. for any sum over Rs. 1,000.
- (c.)—The payment of fees might be conveniently effected by the purchase of an adhesive stamp to be affixed to the instrument.
- (d.)—All sub-registrars should be notaries.
- (e.)—All notaries should be licensed stamp-vendors.
- (f.)—Qualified kulkarnis might be notaries.
- (g.)—Notaries might be of two grades, the lower qualified only to write certain instruments.
- (h.)—Printed specimen forms of common instruments should be distributed to notaries.
- (i.)—On the copy of the instrument which is given to the obligor should be printed a note informing him of his legal rights under the Act ; *i.e.*, his right to demand a receipt, an account, or a pass-book.
- (j.)—Licenses to draw and write instruments should be granted to vakils, attorneys, solicitors, and barristers on application.
- (k.)—Every public notary should be directed to furnish to the kulkarni of any village, on application by him, from time to time, information of all conveyances, mortgages, and leases of lands in that village registered by him.

DRAFT BILL.

WHEREAS, in order to the prevention of frauds, it is expedient to appoint public notaries, and to enforce the delivery of receipts and accounts by creditors in the Bombay Presidency, it is hereby enacted :—

Public Notaries.

1. Public notaries for the purposes of this Act shall be appointed in every district.
2. The Local Government shall frame rules for the appointment, location, and remuneration of public notaries, and for the due performance of their duties. .
3. Every public notary shall keep a register of instruments written by him. The leaves of this register shall be numbered in a consecutive series. Each leaf shall consist of two parts bearing the same number.
4. When persons desiring to execute any instrument present themselves before a public notary, he shall, after ascertaining their identity, and receiving from them the prescribed fee and the necessary stamp, write the instrument, and cause them to execute it before him. When any of the parties is unable to read or write, he shall cause the execution of the instrument to be attested by two witnesses.
5. The public notary shall make two copies of the instrument, when executed, on a leaf of his register, and shall note on the instrument the number of the leaf. He shall

deliver the instrument to one party and a copy to the other party, and the remaining copy shall remain in the register.

6. In any instrument written by a public notary, the amount and nature of the consideration shall be fully set forth. If the consideration consists either wholly or in part of the cancelment of previous instruments, those instruments shall be separately described. On the back of the instrument the public notary shall also record the date, hour, and place of execution, and shall also record whether or not transfer of the consideration or any part of it took place in his presence.

7. All instruments written by a public notary as above provided shall be deemed to have been "registered" within the meaning of clause 6, section 3, of the Limitation Act.

Receipts and Accounts.

8. Any person making a payment under any instrument shall be entitled to receive a receipt from the person to whom payment is made. If the payment is made under an instrument written by a public notary, the receipt shall, if the person on behalf of whom the payment is made requires it, be endorsed upon the copy of the instrument furnished to him.

9. Any person by whom payment is due under an instrument shall be entitled to receive from the person holding the instrument within one month after the date on which by local custom annual accounts are balanced, a statement of his account up to that date. The Local Government may, by a notification in the *Government Gazette*, declare the date in force in any district or portion of a district.

10. Any person in whose name an account is kept by any trader or money-lender shall be entitled to receive on demand a pass book, and at any time to require that his account be written therein. The entry in a pass book of a payment received shall be deemed to be the delivery of a receipt.

Penalties.

11. Any person who withholds a receipt required to be given by section 8, or a statement of account required to be given by section 9, or a pass book required to be given by section 10, or who refuses to write up an account in a pass book, as required by section 10, shall for each such offence be liable, on conviction before a magistrate, to a fine not exceeding Rs. 100.

12. Any person, not being a public notary or specially licensed, who writes an instrument for hire, or who, whether for hire or not, writes a bond, conveyance, lease, mortgage-deed, or promissory note, intended to be executed by a person unable to read or write, shall for each such offence be liable, on conviction before a magistrate, to a fine not exceeding Rs. 100.

Provided that nothing in this section shall apply to any public officer writing an instrument in the course of his duty, nor to any person employed to write an instrument not drawn by himself.

Operation of the Act.

13. The Local Government may, by a notification in the *Government Gazette*, exempt any district or portion of a district from the operation of this Act.

BILL FOR AMENDING THE LAW RELATING TO THE EXECUTION OF DECREES.

Statement of Objects and Reasons.

The necessity for an Act in some form for the purpose of relieving debtors from the oppressive nature of the present law for the recovery of debt has been shown in our report. The law in this respect is believed to be more severe than that of any other country, and the intention of the Bill is to reduce the creditor's power to what we believe to be sufficient for the protection of legitimate trading.

The first section is for the abolition of imprisonment for debt. This is not only the existing law in England and elsewhere, but from the debates on the Civil Procedure Bill,

it would appear that that it was intended that by the provisions of that Act imprisonment for debt should be for all practical purposes abolished. Mr. Harington said that the effect of his amendment would be that "a judgment-debtor, who on being arrested could "satisfy the Court of his inability to pay, need never go to jail at all." The facts before the Commission show that this intention has not been effected by the terms of the Act, and the object of the first chapter of the proposed Act is simply to ensure that what was then intended shall in future actually be the law. The object of the sections of Act VIII. of 1859 relating to imprisonment is simply to obtain a full disclosure of the property of the debtor. This object it seems to us can be better accomplished by giving the creditor power to call upon the debtor to give in a list of his property. The debtor can be punished with imprisonment if he refuses, and he can be punished for perjury if he gives a false account of what he has, or if he conceal or make away with such property fraudulently.

The second proposal is that necessities should be exempt from sale. It seems hardly necessary to explain why such a rule is required. Small houses have been added to, and beds have been omitted from, the list usually given; in India, where living in lodgings is almost unknown except in cities, a dwelling ranks among necessities before a bed.

The third proposal relates to the sale of immovable property; the object of it is to prevent unnecessary sales of land and to secure the full value of such as may be sold. At present there is so great insecurity in purchases of immovable property at court sales that frequently only nominally prices are realised, and consequently valuable lands have to be sold unnecessarily. If the title were first inquired into, such unnecessary sales would not occur. At present a purchaser sometimes acquires nothing but a crop of litigation. Out of 6,020 suits relating to land, no less than 4,329 arise from execution sales; the effect of the proposed provisions will be that most of these 4,329 suits would be disposed of before the sale instead of after it, and the sale would thus become a real instead of a nominal one.

The fourth chapter relates to the abuse of court process which, according to the evidence before the Commission, is extensively practised. It is intended thereby to enable the debtor to avoid such agreements as are referred to by Meer Mahomed Khan, a Jaghirdar of Sind, who on several occasions was forced, under pressure of court process, to agree to pay double and treble even of what he owed. A further object aimed at is to make the decree the *finis litis* and not merely a basis for a new bond and a new decree *ad infinitum*.

The fifth chapter is intended to prevent decrees running on to an unlimited extent against the after acquired property of the debtor.

DRAFT BILL.

WHEREAS it is expedient to amend the law relating to the execution of decrees; it is hereby enacted as follows:—

I.—Of abolition of imprisonment for debt.

1. The following Acts are repealed to the extent specified opposite to each:—

Number of Acts.	Extent of Repeal.
I.—Act VIII. of 1859 - - - -	Sections 273 to 283 inclusive. Sections 201 and 212, so far as they relate to arrest and imprisonment in execution of decrees.
II.—Act XXIII. of 1861 - - - -	Section 8. Section 13, so far as it relates to arrest and imprisonment.
III.—Act XI. of 1865 - - - -	Section 19, so far as it relates to arrest and imprisonment.

II.—Liability of judgment-debtor to furnish a list of his property, and exemption of certain property from sale in execution.

2. The judgment-creditor shall be entitled to a complete list of the judgment-debtor's property. For this purpose the sections of Act VIII. of 1859 relating to witnesses shall be applicable to judgment-debtors, and on the application of the decree holder the Court

shall summon the judgment-debtor and call upon him to furnish a complete list of his property.

3. Section 205 of Act VIII. of 1859 is amended by adding the following words :—

Provided always that the following property shall be exempt from attachment and sale—

- (1.) The necessary wearing apparel of the defendant and his family.
- (2.) Necessary agricultural stock and implements.
- (3.) The tools of his trade.
- (4.) His dwelling-house.

The value of the whole property so exempted shall not exceed Rs. 200.

III.—*Mode of selling immovable property.*

3. The following sections shall be added after the sections of the corresponding numbers in Act VIII. of 1859 :—

207A. When the application is for an attachment of land or other immovable property belonging to the defendant, it shall be made to the District Court.

245A. Before issuing a warrant for the sale of immovable property of the defendant the Court shall hold an inquiry into the extent of such property and its net annual value.

245B. The fact that such inquiry is about to take place shall be advertised in such manner as the Court may direct by a proclamation in the following form :—

In the District Court of _____ at _____

No. _____ of Suit.

A. B.— *Plaintiff.*

C. D.— *Defendant.*

Whereas the said A. B. on the day of 187____, obtained a decree against the said C. D. for the sum of Rupees _____ whereof Rupees _____ still remain due, and whereas the under-mentioned property has been attached in execution of the said decree, all persons having claims of any description against the said property are hereby called upon to certify to this Court at _____, or to _____ the Sub-Judge at _____ on or before the _____ day of _____ next, and as this date is fixed for the final adjudication and settlement of all such claims, all persons having claims as aforesaid must be prepared to produce on that date at _____ all their evidence, whether oral or documentary, for the purpose of proving their claims.

Given under my hand and the seal of the District Court this _____ 187____.

L. S., Sub-Judge,
Clerk of the District Court.

Note.—Summonses to witnesses may be procured at any time on application to me, at

L. S., Sub-Judge,
Clerk of the District Court.

The date for the adjudication of the claims as aforesaid shall be so fixed as to allow an interval of at least 30 days from the date of the publication of the proclamation to the date of the hearing, and any claim not made on or before the day so fixed shall not afterwards be entertained by any Court unless the claimant prove that he had no notice of the inquiry.

245c. The Court shall open the inquiry at the place mentioned in the proclamation, and shall have full power to decide as to claims made both in regard to their validity and amount; or the Court may refer such claims, or any of them, to any Civil Court within the district having jurisdiction. The decision made by such Court on such reference shall have the effect of a decree in an ordinary suit between the parties as to the claim referred.

245d. If at the conclusion of the inquiry it shall appear to the Court that the net annual profits of the property for 20 years are sufficient to pay all claims thereon both of the decree holder and of others, the Court may declare the amount of the net annual profits to be a first charge on the land, and may proceed to sell such charge for such a number of years, not exceeding 20, as shall be sufficient to pay all the claims.

245e. When a charge upon land has been sold as provided in section 245d, the collector shall have the right of pre-emption; provided that the right of pre-emption shall be extinguished, if not exercised, within one month of the date on which the sale is made absolute by the Court. The right of pre-emption shall be exercised by the collector by

a notification to the Court, to which shall be appended a copy of the proclamation of sale; and on such notification being received and accepted by the judge, the collector shall become owner of the property and shall be liable to pay the price of it to the persons entitled thereto.

245f. When a charge has been purchased by the collector, either in open sale or by pre-emption, he may recover the annual amount due as a revenue demand.

246g. If it appear to the Court that the net annual profits of the property for 20 years are not sufficient to pay the claims thereon, the Court shall issue a warrant for the sale of the property and pay the claims out of the proceeds of the sale in the order of their respective priority.

4. In section 249 for the words "The proclamation shall also declare that the sale extends only to the right, title, and interest of the defendant in the property specified therein," shall be substituted the words "The proclamation shall also declare the extent and nature of the title which is about to be sold."

5. Section 252 the word "movable" shall be omitted.

6. For section 259 the following shall be substituted :—

After a sale of immovable property shall have become absolute in the manner aforesaid, the Court shall grant a certificate to the person who may have been declared the purchaser at such sale, describing the nature and extent of the title purchased by him in the property sold, and such certificate shall be a valid transfer of such title.

IV.—Agreements extorted by process of execution or threats thereof.

7. Any agreement made by way of an adjustment of a decree shall be carried into effect by the Court executing the decree and not by a separate suit.

8. Any agreement obtained by the use of process in execution of decrees, or by a threat thereof, against any person for the purpose of coercing that person to enter into such agreement, shall be void; provided that the Court may give such compensation as may appear to be just in consideration of the creditor postponing the use of such process.

V.—Limitation of decrees.

9. Section 207 of Act VIII. of 1859 shall be read as if the following addition was made thereto :—

Provided that no such application shall be received after the expiration of six years from any of the following dates, namely,—

- (a.) The date of the decree sought to be enforced;
- (b.) When the decree directs or the parties have agreed to a payment by instalments, the due date of the instalment, of which payment is sought to be enforced.

MINUTE ON THE CONNEXION OF THE REVISION OF ASSESSMENT WITH THE RIOTS.—BY MR. RICHEY.

THE Commission have, in their joint report, stated their concurrent opinion on this question. Mr. Carpenter and Mr. Lyon go further, in attributing the outbreak more directly to the enhanced assessments, and desire to record separate minutes on the subject. I here state briefly the grounds on which I dissent from them.

I take Mr. Carpenter's minute as affecting the issues on which we differ in a convenient form. I have recorded in the report my concurrence with the other members that a large enhancement imposed all at once must affect the credit of the cultivator, and cause the sowkar to refuse advances and press for payment, both of which proceedings are unpalatable to the debtor.

Mr. Carpenter is of opinion that these consequences were unduly aggravated to the debtor in the recent revision by —

1st.—The enhancements being imposed at one blow.

On this head the Commission are unanimous that largely increased demands should be arrived at gradually, as recorded in their report.

2nd.—The enhancements being impossible to foresee.

As regards the greater part of the revised district this is hardly the case. The revised rates of Indapur, sanctioned in 1867, gave warning to the sowcars of Bhimthari of what to expect when the revision took place there, four years later.

3rd. The enhancements being excessive.

This consideration is important from a revenue point of view, and Mr. Carpenter's criticism of the operation of revision, recorded in a separate note, will probably help to confirm the Government in their view that the revised rates as at first assessed were heavier than it was desirable or intended that they should be.

But the question before us is whether a difference of say 30 per cent. in the degree of enhancement would materially aggravate the admitted results of an increase in assessment.

In the first place I must record my opinion that, in comparison with the consequences to the ryot of the fall in prices, the results upon his credit of the enhanced assessment are a mere flea-bite. This can be perhaps best illustrated by simple figures.

A ryot has 30 maunds of grain, net revenue. With prices at the rates of 1865 he paid his assessment with 5 maunds, and his sowkar got 25. In 1873, the value of the grain having decreased to half the rate of 1865, Government got 10 maunds, and the sowkar 20; but whereas the sowkar's 25 maunds in 1865 was worth, let us say, Rs. 50, his 20 maunds in 1873 is worth only Rs. 20. If, prices remaining at the rate of 1873, the Government demand is made 13 maunds, the sowkar will get 17, worth Rs. 17; if the Government demand be raised to 16 maunds, the sowkar will get 14, worth Rs. 14.

Thus an enhancement of 60 per cent. in the assessment will make a difference of Rs. 6 in the sowkar's receipts as compared with Rs. 30 lost to him by the fall in prices, and the difference between an enhancement of 30 and one of 60 per cent. is only Rs. 3.

It appears to me, therefore, impossible to conclude that the difference between a moderate and a high rate of enhancement would affect the ryot's credit, or rather want of credit, to a serious extent.

Next I would observe that the ryot's credit is not dependent only upon the revenues of his Government holding, and in the case of the embarrassed ryot owing more than 18 times the enhanced assessment, the amount of enhancement bears a very small proportion to the yearly interest of his debt.

4th.—The enhancement being unequal.

This would not much affect the sowkars. Whatever pressure the increased Government demand induced them to put upon their debtors would, I think, be distributed impartially over all; but Mr. Carpenter suggests that the inequality may have produced a sense of hardship in the ryots highly assessed, who saw others more fortunate than themselves. This is natural and most probable, for it is not likely that the bulk of the people clearly understood the causes of the variations in the revised rates. But this result of the inequality would not affect the ryot as a debtor, and belongs rather to that part of Mr. Carpenter's note which describes what he supposes to have been the temper of the ryot before the outbreak. He supposes that the ryots of the revised districts were driven to despair, that "the Kunbi thought that the Government had set its face against

“ him on the one side, as the Marwari had on the other,” and that he accordingly took the law into his own hands. Mr. Carpenter says, “ That the enhancement should act upon the Kunbi in this way is at least probable.”

Thus Mr. Carpenter associates the riots with the enhanced assessments—

1st—Through its effects on the ryot's credit.

• 2nd—Through its producing a feeling of desperation.

On the former point I have already stated my opinion.

On the latter point I would observe that there is no evidence of such a feeling on the part of the Kunbi except the presumption arising from the outbreak; but the outbreak was directed entirely against money-lenders, and almost entirely against one class of them, and, as noted in the report, was conducted with a very practical and definite end, and there was no indication of the state of desperation supposed by Mr. Carpenter, but in my opinion rather the reverse. It appears that Mr. Carpenter first arrived at the conclusion that the riots were directly connected with the enhanced assessment, and to account for this connexion supposed the feeling of desperation to have probably arisen. Briefly stated, the chief grounds for his belief that the riots were directly connected with the enhanced assessment are *post hoc, ergo propter hoc*.

I will take the same grounds for a conclusion which is, I think, better warranted by the facts.

Mr. Carpenter says: “ The Marwari had not got new powers over the Kunbi. The ‘ Court pest ’ was what it always was. Seasons had not been worse than usual.”

This, I think, entirely underrates the gravity of the circumstances which Mr. Carpenter himself admits to have been the main cause of the outbreak. The figures given in the Report show that if the Marwari had no new powers, he had used during the six years previous to the outbreak those which he had always possessed, to an extent which may well be regarded as intolerable to the Kunbi, and the “ Court pest ” had been intensified to the utmost. If seasons were not worse than usual, prices were. Mr. Carpenter goes on to say, “ The only new fact was that the Government assessment had been raised largely.”

Without pressing this point too much I would observe that in Indapur the assessment had been raised seven, and in Bhimthari three years before the outbreak.

In my opinion there is no need to look for any other cause for the riots than that which is admitted to be the main cause.

The phenomena is one familiar in all history from the earliest times, and we have had ample warning that the same causes which have in other countries led to an uprising of the debtor against the capitalist were at work among our ryots, and would lead to the same results. Beside the distinct warning of Sir George Wingate in 1852 and Mr. Inverarity in 1858, the police returns speak with no uncertain sound of the operation of these causes; and it is, I think, hardly unreasonable to suppose that had matters taken their ordinary course, without the disturbing effect of the American war, the uprising would have taken place sooner or later, on the first continuous and severe fall in prices.

Mr. Carpenter asks, “ Why did the riots occur in Poona and Ahmednagar, and not elsewhere ? ”

I would first observe that it seems to me to be an extraordinary stretching of a theory to meet facts to associate the rising in Ahmednagar with the prospect of a revision of assessment seven years afterwards. Mr. Lyon, and to some degree Mr. Carpenter also, seems to hold that the prospect of revision has operated in Ahmednagar to reduce the security of land, and urge the creditor to measures unpalatable to the ryot.

On this point I would observe, 1st, the pressure of the creditor in Ahmednagar began in 1868, and reached its highest, as in Poona, in 1872, not six but eleven years before the revision of the disturbed district becomes due. But the theory is directly contradicted by the facts clearly established that the sowkar class in Ahmednagar are, and have for some time past been, anxious to get land into their possession, and that a large amount of new business has been commenced in Ahmednagar within the last few years.

The reason why the debtor class first rose against the capitalist in Poona and Ahmednagar, and not in other districts where they are believed to be equally in debt, cannot perhaps fully be known; one or two facts bearing on the question may be noticed.

The disturbed region is exceptionally poor, and has an exceptionally precarious climate. The connexion between these natural causes of embarrassment and the disturbances is strongly suggested by a glance at the geographical area of the latter.

It is very probably the case that law abiding as the Kunbi of these districts generally is, he has somewhat more of independence and self-assertion than his countrymen in the more distant districts; this is likely to be the result of his constant journeys to the large markets of labour, and his proximity to Poona, where influences calculated to weaken his respect for authority are rife. Mr. Carpenter attaches much weight to the fact that "the riots broke out in Poona, where enhancements had taken place, " and that the *disturbed tract of Ahmednagar was nearest to that of Poona.*"

This fact seems to me to indicate, as suggested above, that the characteristic of poor soil and precarious climate common to both districts had to do with the condition of the ryots rather than the enhancement of revenue, which was not common to both.

I will now briefly notice the evidence of the facts directly bearing on the question of the connexion of the riots with the enhanced revenue demand.

There can, I think, be no question that the outbreak was only the natural development of the hostile attitude first assumed by the Kunbis in Kardeh, as shown in the opening of the report. Kardeh is a village of the old Sirur Taluka, where *no* revision has taken place, and the example of Kardeh in socially outlawing the Marwaris was followed throughout the Ahmednagar as well as the Poona villages; some of the communities north even of Parner, some time before the riots, put the Marwaris under the ban.

The riots did not begin in the largely enhanced districts, nor in that which had been for the longest time under the revised rates, for there was no disturbance in Sholapur, and only a threatened outbreak in Indapur. The villages of the revised districts in which the riots occurred were not by any means those in which the enhancement had been highest; on the contrary, of the Supé group of disturbed villages, Morgaum is an alienated village not assessed by the Survey, and Karhatee has had its assessment reduced, while in the others the increase is but small.

I inquired particularly into the state of matters in the alienated villages within the disturbed area at Poona, and found that the mischief was present in them equally with the Government villages, as will be seen from the notes on the two Ooroolees.

The cause of the riots commencing at Supé is suggested in the report. There was nothing exceptional in the revision of Supé that I can discover; the enhancement was a little under 50 per cent., which is far below that of many villages of Bhimthari in which there was no riot.

To say that the Ahmednagar villages only *followed the example* of those of Poona is, I think, hardly correct. The facts seem to show that all were equally ready.

Lastly, we have the single instance of the riot in Sattara showing that without even the proximity of a revised district there existed motive adequate to raise the debtor class against the money-lender.

As I hold that the revised assessment had no immediate, and comparatively but little remote, connexion with the riots, I have not followed Messrs. Carpenter and Lyon in their criticism of the revision.

The Appendix contains matter which has been recently dealt with by Government, but will be useful as putting in a compendious form the arguments of those who have attacked the Survey revision.

MINUTE ON THE CONNEXION OF THE RECENT ENHANCEMENT
OF LAND REVENUE WITH THE RIOTS.—BY MR. CARPENTER.

THE effect which an enhancement of assessment has upon the ryot, in binding him as a debtor and contracting his credit as a borrower, is unavoidable, however moderate in amount and equally distributed the enhancement may be. The effect is augmented if the enhancement, though not larger than the land can easily bear, is still larger than could be foreseen and prepared for. It is still further augmented if the enhancement is excessive, that is, larger than the land can easily bear. Finally, if the enhancement is unequally distributed, the injurious effect on individuals is intensified, and these individuals suffer the additional hardship of seeing others more fortunate than themselves.

What are the facts as to the enhancement of assessment in Poona and Sholapur? The enhancements as a whole were large, and ranging from 51 to 77 per cent. per Taluka. In individual cases (and it must be remembered that it is through individual cases that the effect with which we are now concerned is produced) they were very large, ranging frequently over 100 per cent., and impossible to foresee. These enhancements also were imposed at one blow, with no progressive demand to soften the shock. Further, the enhancements were larger than the land could easily bear. It was found necessary to reduce them in 1874-75, and I have endeavoured to show, in a separate note, that even as reduced they are still generally higher than can be safely imposed. Lastly, the enhancements were unevenly distributed. This is admitted in the modification recently directed; and in the note above referred to I have stated grounds for believing that the inequality is even greater than has been supposed.

Thus all the elements which tend to augment the naturally injurious effect of an enhancement upon the agricultural debtor were present in the enhancements in Poona and Sholapur. To the theory that the riots were directly connected with these enhancements it may be objected that in Sholapur, where there had been enhancement, there was no riot; and that in Ahmednagar, where there were riots, there had been no revision except in some distant villages. But due weight must be given to the facts that the riots first broke out in Poona, where enhancements had taken place; that in Sholapur precautions were taken against rioting; and that in Ahmednagar the disturbed tracts were those nearest to the disturbed tracts in Poona. The objection, therefore, does not seem to me to have much force. The riots must be considered as a whole, and with reference to general causes. It is not asserted that the enhancement was the sole, or even the main, cause of the embarrassment of the Kunbi, or of his hostility to the Marwari which culminated in the riots. The main causes of this embarrassment and hostility were of another kind. They were of old standing, and were wide-spread over the country. The question appears to me to be whether the enhancement was a cause which brought the embarrassment and the hostility to a climax. Why did the riots occur in Poona and Ahmednagar, and not elsewhere? Why did they occur in 1875, and not earlier or later? There must surely have been some special local cause at work. The only special cause apparent, as far as Poona is concerned, was the enhancement. The Kunbi is by all accounts a law-abiding creature; what could lead him to take the law into his own hands? It must have been the conviction that help was not to be got elsewhere. What led him to this conviction? The Marwari had not got new powers over him. The Court pest was what it always was. Seasons had not been worse than usual. (The only new fact was that the Government assessment had been raised largely although prices were falling, that it was raised unevenly, and that it was demanded (though not recovered) rigidly.) It is not surprising if it seemed to the Kunbi that the Government had set its face against him on one side, as the Marwari already had on the other. Finding himself between the devil and the deep sea, he had no resource but to help himself. That the enhancement should act upon the Kunbi in this way is at least probable. That it was directly connected with the outbreak in Poona there is a considerable amount of evidence. The outbreak having begun in Poona, there is nothing astonishing in its spreading into the adjoining parts of Ahmednagar, where the general causes of hostility were active, and where, moreover, a revision of assessment was due in six years.

There is no need, however, to speculate further on the exact extent to which the enhancement was connected with the riots. Admitting that the enhancement has had an unduly oppressive effect upon the people, the important question is whether anything should now be done, beyond what has already been done by the Government, to mitigate that effect. In the note above referred to, I have pointed out that the principles by which an enhancement due to a general rise in prices should be governed

have nowhere been laid down, and I have stated what I conceive those principles to be. If my view is correct, then the enhancements already introduced should be revised with reference to those principles, and the further reduction necessary should be given. In the same note I have suggested what I conceive to be the remedy for the present inequality of the enhancement on individuals. If my view is correct, the reduction given should be distributed so as to relieve those who have been unduly pressed, not those who have nothing to complain of.

NOTE ON THE REVISION OF ASSESSMENT.—By MR. LYON.

THE first question which should be considered is, it seems to me, whether there could possibly be any connexion between *any* revision and an attack by debtors on creditors. This question I think must be answered in the affirmative. If the assessment was put on without any regard to any principle, if it was put on haphazard and to such an enormous amount as to destroy in most cases all private rights in the land revised, there can be no doubt, I think, that this would tend to produce hostility between debtor and creditor. The land is almost the only property which the agricultural debtor has to offer as security for or in payment of his debt.

To suddenly and unexpectedly destroy this property, or even to diminish it to an unexpected extent, would compel the creditor not only to be hard on his debtor by refusing to lend him a farthing more, but also to use much harsher measures to recover the amount already owed. To take an instance. A ryot, suppose, has land whose gross value is Rs. 100 per annum. The old assessment was, say, Rs. 50. The expected enhancement was, say, 40 per cent. The net total value of the estate five years before the Survey would be 50 Rs. for five years, and 30 Rs. for the next 30, *plus* some allowance for probable increase of value during the term—say, on the average, Rs. 5. The estate then would fetch in the market as its present value the following amount:—

	Rs.
1. The present value of 50 Rs. for five years	say 200
2. The present value of 35 Rs. a year for 30 years	„ 400
3. The present value of the next 30 years at, say, Rs. 40 per annum, and so on in perpetuity	„ 50
	<u>Say, 700</u>

Suppose the ryot in question owes Rs. 300 at 15 per cent. at the time mentioned, namely, five years before the revision, it is evident that he is perfectly solvent, and that money-lenders would be eager to lend him more, and would be probably offering even easier terms to induce him to come to them.

If he pays interest only for the five years the position of the parties would immediately before the revision be something like this:—

Liabilities.	Assets.
Rs.	Rs.
300 1. Present value of Rs. 35 for 30 years -	600
(Assessment 50 + 20 expected enhancement, leaving 30, to which 5 is added as probable increase.)	
2. Present value of Rs. 40 for 30 years, and so on <i>ad infinitum</i>	75
	<u>Total - 675</u>

He would thus immediately before the revision also be perfectly solvent. But suppose, contrary to all reasonable expectation, the enhancement instead of 40 per cent. is 100 per cent., it is evident that the whole amount of his assets is destroyed, and he is insolvent and liable to all the penalties and hardships which insolvency has been shown elsewhere to involve by the law of India. He himself will be imprisoned or made to work as a slave by the creditor, who will of course stop all loans, even those for paying assessment, and the ancestral land itself will be lost, land that has been in the family for centuries it may be. I have said that loans necessary for payment of assessment even will be stopped, and that will no doubt be the case when the property in the land itself

has been destroyed, as it will then no longer be the interest of the Marwari that the land should be retained either by himself or by the ryot nominally; but really on behalf of his creditor.

Suppose the revision, instead of taking the whole assets by putting on 100 per cent., takes only four-fifths of them, by taking 80 per cent., the ryot will be nearly as badly off as ever, except that the loans for assessment will be forthcoming, as if that is not paid the creditor would lose Rs. 135 if the land is sold for arrears.

The same reasoning applies to any other figures so long as they reduce the assets below the liabilities. If the assessment merely reduces the assets but not below the liabilities, the creditors would no doubt be more strict in their dealings with the debtors, but not to the same extent.

The foregoing shows what in my view would be the effect of a radically bad system of revision when actually made as in Bhimthari.

Where, as in Ahmadnagar, the revision is not due for six years the effect would be nearly as bad. The only difference would be that of the assets the first item of Rs. 200 would still exist; the value of the other items would be *nil* if there was no certainty as to whether the enhancement would amount to the full rent or not. In the case supposed the mere fact that in the revised districts of Poona there had been a few cases where 100 per cent. had been put on, and a few where land had been assessed at a full rack-rent would make the ryot insolvent immediately, although the revision in Ahmadnagar was not due for six years.

The next question is whether the revision is properly made or not. It seems to me that it may be shown not to be so.

In the first place it is to be remarked that the discussions in the Survey Reports regard only the average enhancement in the Taluka under revision. The whole discussion seems to limit itself to the question whether 50, 60, or 70 per cent. enhancement on the Taluka as a whole is correct. In the Taluka of Bhimthari, where the first actual riot took place, the Survey Department enhanced the assessment by 63 per cent. It is quite possible that this enhancement may have been correct, looked at as the average enhancement on the Taluka, and yet the revision so far as regards its accuracy might be erroneous all through. If, for example, 100 fields each paying say 40 per cent. of its rent or annual value are not enhanced all at the rate of 63 per cent., but some at 120 per cent., some at 100, and some reduced even to 50 or 60 per cent., it is obvious that such a revision would be utterly faulty, and would lead to results nearly as deplorable as if the whole Taluka had been enhanced 120 per cent.

I will first consider the question as to the accuracy of the average enhancement of the 63 per cent., and then I will go into the second and only really important question, namely, whether in individual cases the enhancements are right.

The Survey Department, as I understand, have held that the rents vary directly as prices, and on this principle have raised the assessments to the same percentage that prices have risen during the 30 years of settlement. There is in treating of this question a difficulty in knowing what prices to select. It is obvious that the actual prices of the first year of the survey compared with the actual prices of the 30th year would not show what the rise in prices had been. The first year might be a dear year, and the 30th year a cheap year, or vice versa. The true method of comparison would seem to be to compare the price which was expected to prevail in the first year with the price expected to prevail in the 30th. The expected price would of course be founded on the previous course of prices (or the average prices) in both cases for as long periods as possible, and such other facts, historical and physical, as appear likely to affect the question of price.

I will assume in the meantime that the Survey Department have ascertained correctly the rise in prices during the 30 years, and will consider whether that is a correct test of the rise in the value of land.

In the first place it seems to be considered by political economists that rents rise not in an equivalent proportion to the rise in prices, but even in greater proportion. Thus, John Stuart Mill says, "Rent rises even in a greater ratio than the rise of price," page 493, and again, at page 431, he says:—

"Any land can afford to pay, and under free competition will pay, a rent equal to the excess of its produce above the return to an equal capital on the worst land, or under the least favourable conditions. Whenever, therefore, agriculture is driven to descend to worse land or more onerous processes, rent rises. Its rise will be twofold; for, in the first place, rent in kind, or corn-rent, will rise; and in the second, since the value of agricultural produce has also risen, rent estimated in manufactured or foreign commodities (which is represented, *cæteris paribus*, by money rent) will rise still more.

“The steps of the process (if, after what has been formerly said, it is necessary to retrace them) are as follows:—Corn rises in price, to repay with the ordinary profit the capital required for producing additional corn on worse land or by more costly processes. So far as regards this additional corn, the increased price is but an equivalent for the additional expense; but the rise, extending to all corn, affords on all except the last produced an extra profit. If the farmer was accustomed to produce 100 quarters of wheat at 40s., and 120 quarters are now required, of which the last 20 cannot be produced under 45s., he obtains the extra five shillings on the entire 120 quarters, and not on the last 20 alone. He has thus an extra 25% beyond the ordinary profits; and this in a state of free competition he will not be able to retain. He cannot, however, be compelled to give it up to the consumer, since a less price than 45s. would be inconsistent with the production of the last 20 quarters. The price, then, will remain at 45s., and the 25% will be transferred by competition not to the consumer but to the landlord. A rise of rent is therefore inevitably consequent on an increased demand for agricultural produce, when unaccompanied by increased facilities for its production.”

In the second place the ratio would appear to differ for different classes of land. To take an example of two fields, one (*A.*) yielding Rs. 20 rent, and the other (*B.*) paying no rent, but only the cost of cultivation. A rise of 10 per cent. in prices will enable *A.* to pay probably Rs. 22-8-0, or $12\frac{1}{2}$ per cent. increase of rent, and *B.* will begin to pay a small rent, say of Rs. 2. In this case it is obvious that there is no comparison between the ratio of increase. In the one case it is from nothing to 2, or an infinite rise. In the other case it is only $12\frac{1}{2}$ per cent. Now suppose a further enhancement of 10 per cent. in price. In that case the Rs. 22-8-0 field will probably pay Rs. 25, or 11 per cent. more, while the 2 Rs. field may pay as much as 4 Rs., or 100 per cent. more.

The ratio of rise of rent to that of prices would therefore seem to be greater on the poor lands, and less on the rich lands.

The third point, which is worthy of consideration under this head, seems to me to be this, that the ratio of increase of price since the first survey in 1840 till 1870, although it may possibly be a rough criterion for ascertaining the increase of rent or value of land occupied in 1840 and retained ever since, is no criterion whatever in the case of land taken up during the survey; and this latter description of land forms, I believe, nearly half of that now occupied and on which the 63 per cent. enhancement has been laid. For example, of two fields assessed at Rs. 10 in 1840, one (*A.*) is taken up in 1840 and held ever since through the worst years, the other (*B.*) has never been taken up till 1862; it is evident that the rent of *A.* even in the worst years must have been at least Rs. 10, while the rent of *B.* did not reach Rs. 10 until the year 1862. If rents rose between 1840 and 1862 50 per cent., then in 1840 the rent of *B.* was only Rs. 5, and the assessment then must have been double the rackrent. Now suppose that from 1862 to 1870 rents rose 10 per cent., the rent of *A.* in that year will be at least Rs. 16, while the rent of *B.* will not be more than Rs. 11. On the principle of the survey, however, both will be assessed at Rs. 16. In other words, *A.* will be assessed at or below the actual rent, while *B.* will be assessed at 3 Rs. or 27 per cent. above the rackrent, and will have to be abandoned. A principle leading to such an absurd conclusion is evidently erroneous. The mistake is simply this, that the ratio of a 30 years' rise in price is applied where it is not applicable, namely, to land held only for a few years, instead of only to land which was held, *i.e.*, paid rent, all through the 30 years. In the case of land taken up for the first time the year before the revision, the ratio of prices to apply is that between 1870 and 1871, and not that between 1840 and 1871. Similarly in the case of a field taken up in 1860 the ratio is that between 1860 and 1871.

I have obtained a return for the village of Kheirgaon (Appendix D., page 139), which shows that out of 250 fields of which the village consists only 150 have been held since the first survey continuously. The remaining 100 have been all given up from time to time, several having lain waste up till the year 1855. Now, even if the survey theory of prices is correct, and rents have risen since 1840 63 per cent., this 63 per cent. could only apply to the 150 fields then rented; it could not apply to the 100 fields since taken up. The rise of rents in these fields is probably only 30 per cent., and this would reduce the total average enhancement, which even according to the survey theory should have been put on to 53 per cent. instead of 63 per cent. The village of Kheirgaon has been selected entirely at random, and as it is a railway station it is probably rather a favourable case than otherwise from the survey point of review.

I now come to the question of the correctness of the assessment in individual cases. In assessing the individual holding, the only evidence gone upon is the *relative* classification of fields made according to the system described at pages 105-6 of the Appendix.

The classing officer ascertains, 1st, the depth and kind of soil; 2ndly, he ascertains whether it has any of the following faults:—(a) stoniness, (b) sandiness, (c) slopiness, (d) friability, (e) imperviousness to water, (f) liability to flooding, and (g) swampiness. The classer divides each field into a number of parts, and makes a report as to each of these points. Thus, in the specimen field given in the joint report, the classer's evidence is as follows:—

- Part 1 is grey soil, $\frac{3}{4}$ of a cubit deep, with no faults.
- Part 2 is black soil, $1\frac{3}{4}$ cubits deep, *doubly* impervious to water, and liable to flooding.
- Part 3 is black soil, $1\frac{3}{4}$ cubits deep, and doubly liable to flooding.
- Part 4 is black soil, $1\frac{3}{4}$ cubits deep, with no faults.
- Part 5 is black soil, $1\frac{3}{4}$ cubits deep, and stony.
- Part 6 is grey soil, 1 cubit deep, with no faults.
- Part 7 is red soil, 1 cubit deep, with no faults.

It seems to me that the principle on which this kind of report is based is sound. That principle appears to be that the classer shall not merely state generally his estimate of the relative value of the field, but he shall state the evidence on which that estimate is founded. This is absolutely necessary where either the accuracy or the integrity of the classer's work has to be tested. Unless there was some such system, it would be impossible to bring deliberate fraud or deliberate carelessness home to the classer.

If the system was so arranged that the classer should be able to state his opinion as to the value of the land, and his reasons for that opinion, there could be no objection to this method of classification, so far as it went. If the classer could say, This particular field is fourth class or 8 anna soil, it being black soil and 1 foot deep, but in my opinion a slight slope in part of it reduces its value $12\frac{1}{2}$ per cent., and a large admixture of sand diminishes its value $12\frac{1}{2}$ per cent. more: I therefore value this portion of the field at 6 annas,—it seems to me that this would be reasonable enough. Instead of being allowed to do this, however, the classer is bound to report either a slope or no slope. In the case supposed, if he reports that there is a slope, he is bound by the system to take off 2 annas, or 25 per cent. from the valuation; if he reports no slope, then nothing would be taken off. It is obvious, therefore, that whether he reports that there is a slope, or reports that there is none, he *must* be $12\frac{1}{2}$ per cent. wrong. Similarly, with regard to the fault of sandiness, he must either put it down as a fault, and thus understate the value by $12\frac{1}{2}$ per cent., or not treat it as sufficient to be entered, and thus overstate the value by $12\frac{1}{2}$ per cent. Whatever the classer does under the system as it now stands, he *must* be at least 25 per cent. in error in the case supposed.

Again, the system seems to be erroneous in this, that the same fault has different values attributed to it. Thus, a fault in a 16 anna field takes off $12\frac{1}{2}$ per cent. only from its value, while the same fault in an 8 anna field takes off 25 per cent., and in a 3 anna field $33\frac{1}{3}$ per cent.

It seems to me perfectly obvious that such a system cannot possibly result in an accurate valuation of the land. The Kheirgaum return printed at page 129 shows the actual result of the system, just what is to be expected from a consideration of the plan on which it is based, on which some fields are valued much too low and others much too high. It is difficult to compare many of the fields with the old numbers, as they have been altered very considerably in many cases. An old number sometimes includes two new ones, and sometimes is subdivided into several numbers. Taking, however, only those cases where the area is the same, or nearly the same, a very large number of instances of incorrect valuation will be apparent. Thus the following fields appear to be enormously under-assessed:—

No. 23,	reduced	68	per cent.	from old assessment.
No. 61	„	16	„	„
No. 63	„	50	„	„
No. 66	„	42	„	„
No. 83	„	25	„	„
No. 84	„	20	„	„
No. 90	„	42	„	„
No. 185	„	43	„	„

All these fields have been held at the old rates ever since the Survey,—without interruption, showing that the old assessment, even in the very worst years, never came up to the rent. The absurdity of such reductions will be apparent on glancing at the amount of enhancement that has been put on the following fields, all of which

had to be abandoned as unprofitable at some time or other in the course of the 30 years :—

No 6 enhanced 183 per cent., although at the old rate it was out of cultivation for 3 years.

No. 39 enhanced 78 per cent., although uncultivated for 14 years.

No. 52 enhanced 220 per cent., although uncultivated for 2 years.

No. 53 enhanced 73 per cent., although uncultivated for 10 years.

No. 54 enhanced 115 per cent., although uncultivated for 5 years.

No. 71 enhanced 225 per cent., although uncultivated for 1 year.

No. 100 enhanced 84 per cent., although uncultivated for 12 years.

No. 103 enhanced 107 per cent., although uncultivated for 6 years.

No. 105 enhanced 80 per cent., although uncultivated for 10 years.

No. 119 enhanced 150 per cent., although uncultivated for 4 years.

No. 123 enhanced 161 per cent., although uncultivated for 3 years.

No. 124 enhanced 142 per cent., although uncultivated for 3 years.

No. 127 enhanced 107 per cent., although uncultivated for 16 years.

No. 130 enhanced 88 per cent., although uncultivated for 11 years.

No. 133 enhanced 115 per cent., although uncultivated for 6 years.

No. 148 enhanced 166 per cent., although uncultivated for 11 years.

No. 150 enhanced 97 per cent., although uncultivated for 12 years.

No. 152 enhanced 94 per cent., although uncultivated for 7 years.

No. 154 enhanced 102 per cent., although uncultivated for 2 years.

No. 159 enhanced 118 per cent., although uncultivated for 11 years.

No. 160 enhanced 105 per cent., although uncultivated for 9 years.

No. 177 enhanced 130 per cent., although uncultivated for 3 years.

No. 203 enhanced 128 per cent., although uncultivated for 6 years.

No. 207 enhanced 154 per cent., although uncultivated for 2 years.

No. 215 enhanced 130 per cent., although uncultivated for 1 year.

No. 218 enhanced 102 per cent., although uncultivated for 13 years.

No. 220 enhanced 123 per cent., although uncultivated for 3 years.

No. 223 enhanced 144 per cent., although uncultivated for 2 years.

The Survey system can at the best only afford a very rough method of obtaining an approximate valuation, and Major Wingate was quite aware of the fact, for he consulted the people themselves in addition to getting the not very reliable information which the classification system affords. The mistake which, in my view, the Survey have made was to conclude that the system of valuation adopted by them was such as to show results perfectly accurate, or at least not more than 10 per cent. wrong, whereas an examination of the system shows clearly that it would be nothing less than miraculous if anything like the true value was ascertained from such evidence.

As a remedy for the evils I have pointed out, I would suggest the following alteration in the system. The land assessment is merely an income tax. It is a tax on the income from land. The imperial land revenue has been held by the Government of India to be the share of the income which belongs to Government, and perhaps the latter would therefore be the more appropriate term to use. But whether the land revenue be called a share of the income, or a tax on the income from land, in settling the question of the amount of revenue to be paid by a ryot two distinct issues arise, which depend for their solution on distinct considerations. At present it seems to me that these two questions are muddled up together, and neither is decided, but the revenue is settled on a confined and imperfect notion of both. The two questions to which I refer are of course these :—1st. What is the amount of the ryot's income from his land, or, in other words, what is the rent or net annual value of the land in his possession? 2ndly. What share of this rent should be taken by Government? The first issue is a question of fact, and should be determined as accurately as possible by all the evidence available. The second question is a question of policy, which the Government of India alone are qualified, in my view, to decide. The revenue is Imperial revenue, and it is only the Imperial Government that can be aware of the extent of its own requirements. Further, it is only the Imperial Government that can decide the proportion which each province should subscribe for the Imperial purposes. Thus the N.W. provinces appear to pay in as Imperial Land Revenue about 30 or 40* per cent. of the value of the land, and the question of the proper Bombay per-

* The payment is 50 per cent. of the zemindar's rent, but the zemindar's rent is in many cases much under a market rent, as he is only entitled to a fixed rentcharge from occupancy ryots.

centage, it seems to me, ought to be affected very considerably by this fact. It may be that even if the N.W. provinces pay only 30 per cent., yet Bombay should pay 80 per cent.; but, if so, the reason should be stated. It is obvious that questions like these are questions with which no mere department should have anything to do. I would confine the work of the Survey Department to the first issue. I would call upon them merely to return a rent-roll of the land. If they returned a roll of the actual instead of relative values, the most ignorant ryot could point out their mistakes, and, what is more, frequently prove them to be mistakes by incontrovertible evidence. A further benefit would be that there would be no possibility of a suspicion that assessments were made high in order to show that the department was a financial success.

NOTE ON THE REVISION OF ASSESSMENT.—By MR. SHAMBHUPRASAD LAKSHMILAL.

THE revision of assessment is not, in my humble opinion, the cause of the riots (*vide* answers to questions 1 to 4, Part I. of my memorandum).*

2. It is the accumulation of debts which has brought about the riots (*vide* answer to question 6 of the same memorandum). The chief cause of accumulation of debts is the change in the Law of Limitation from 12 to 3 years (*vide* answers to questions 8 to 17 of the memorandum).

3. But the question is, how the three years' limitation is the cause of the riots taking place in these two districts only, when it is in force all over the country. The answer is that in those districts the debts have now reached their utmost limits, because even the interest of the amount of successive bonds cannot be recovered from the net produce of the land, while in other districts things have not yet gone to that extent, as the condition of the ryots depends on the fertility of the soil of the district.

4. The fertility of the soil in the different districts is in the following order:—

1. Guzerat ; 2. Southern Mahratta Country ; 3. Khandesh ; 4. Konkan ; and 5. Deccan.

5. In the Broach Collectorate, say, a ryot possessing 10 acres of land has a net income of Rs. 200, after paying the Government assessment, say, Rs. 40 ; while in the Poona and Nagar Collectorates a cultivator, having the same extent of land, would only save Rs. 25, after payment of assessment, say, Rs. 5. Suppose, then, the debt of both the ryots commences to increase, on the amount of bonds of equal principal, since the new limitation came in force. The ryot who saves yearly Rs. 25 will not lose credit till the principal amounts to a sum the annual interest on which will be Rs. 25, while the other to a sum the interest of which will be Rs. 200. Thus in the second case the time for losing credit will be eight times the time of the first case, though the principal at the commencement in both was equal.

6. Even the original assessment will, no doubt, be a burden to a ryot in the Poonah and Nagar Collectorates reduced to this condition ; how much more would an enhanced rate be ?

7. The burden of debt has so much increased that even those who do not pay any assessment are in an equally ruined condition.

8. It is not meant by this that all the ryots are in such a ruined condition in the two districts. I mean especially those that have small* holdings. Cultivators of large holdings are not yet so much immersed in debt. And it is from this I say that when the debt of a cultivator reaches its utmost limit, as shown above, he becomes desperate.

9. It is natural that to a stranger first looking into the system of assessment new thoughts might strike.

10. In the North-western Provinces the rent which the ryots pay to the landlord forms the basis in regulating the rates of assessment ; and Mr. Carpenter says that there being no such rent here, there is no basis for fixing the assessment. But when we look deeper we perceive that the increase or decrease in rent paid by the tenants to the landlords must depend, of course, on the prevailing prices ; so the fixing of assessment there is based on prices. Here we follow the same principle. So the system is one and the same in both places, with this difference only, that in the one the settlement is made with the Malgoojars, while in the other with the occupants.

* The memorandum alluded to is not given, the substance of it being to some extent embodied in the "Note."

11. Mr. Lyon is of opinion that the assessment should be fixed after ascertaining the market value of each field. This might have been possible had the owners of holdings here been great landlords, as in England, and had the occupants been holders of extensive tracts of land instead of one single field.

12. The system both of the North-western Provinces and Bombay and other places

* Published in 1850, Appendix No. I.

Paras. 16 and 17, page 4.
Para. 44, page 8.
Para. 54, page 10.
Para. 4, page 12.
Para. 11, page 13.

Paras. 21 to 23, page 15.
Para. 13, page 18.
Para. 31, page 21.
Para. 33, page 22.

had been well considered by the members of the joint report, and after a mature consideration, the system now in force was adopted as best suited to the country. I beg to quote the paragraphs from the Report,* for reference, if necessary.

13. The assessment in the Poona Collectorate before the revision was always recovered without any trouble, and whatever it was, it should be understood that it was a fair one.

14. In such a district, where the land is poor, and so the rates of assessment, it is not advisable to disturb the scale of classification at the time of revision, as it results in the inequality of the revised rates, and consequently disturbs the settled minds of the ryots about the assessment.

15. It is the opinion of Mr. Carpenter and other members that where the assessment is to be enhanced, the enhancement is not to be imposed all at once, but by degrees. I think such a plan would work well where there may be large estates, the owners of which are rich, and might have or could make much profit by investing a large capital. But in a ryotwari system, especially in poor districts, where a cultivator hardly manages for his ordinary expenses, the gradual increase would not answer. And for such places, therefore, my proposal is, that on the revision of assessment, where the Government demand is enhanced more than 25 per cent., it is to be considered whether a 30 years' term is not too long, and a shorter period is therefore desirable to ascertain the suitability of the new rates, which experiment had better be tried for a small number of years, and then, according to the result, decide it one way or the other.

16. In conclusion, my opinion is that the origin of the riots is the accumulation of debts under the New Limitation Act, and which have been furthered by the inequality in the rates of assessment; the period of limitation, therefore, should by all means be extended to 12 years.

SHAMBHUPRASAD LAKSHMILAL.

NOTE BY MR. CARPENTER ON THE ENHANCEMENT OF ASSESSMENT IN POONA AND SHOLAPUR.

In this note I propose to examine the recent enhancements of assessments of Land Revenue in Poona and Sholapur with reference to the grounds for enhancement stated by the Survey Department; not to enter upon any general criticism of the Survey System.

The following table shows the percentage of enhancement of assessment (1) as proposed by the Survey Department, and (2) as ultimately reduced by the Government, in the Talukas of Poona and Sholapur in which final orders have issued with reference to Resolution No. 5,739 dated 29th October 1874 :—

Collectorate.	Taluka.	Year of Revision.	Enhancement as proposed.	Enhancement as reduced.
Poona -	Indapur	1867	55 per cent.	39 per cent.
	Bhimthari	1871	63 "	37 "
	Haveli	1872	65 "	41 "
	Pabal	—	51 "	38 "
Sholapur	Madha	1871	74 "	41 "
	Sholapur	—	77 "	41 "
	Pandharpur	1872	76 "	48 "
	Barsi	—	62 "	42 "

This enhancement is the enhancement over the assessment of the last year of the expired settlement. As proposed by the Survey Department it ranged from 51 to 77

per cent.; as ultimately reduced it ranges from 37 to 48 per cent.* The main ground of this enhancement is the rise in the price of grain which has taken place since the settlement was made. In the Report on Taluka Indapur, the first of the Revision Reports, Colonel Francis (para. 141 *et seq.*) assigns this ground clearly. He refers also to the improvement of communications, but he remarks (para. 150):—"It is difficult to put a special value upon the increased facilities of transport resulting from the *ad interim* improvements. There is no doubt they have aided materially in bringing about the rise in the price of grain, and may therefore be included generally under the advantages which are ascribable to that measure." Sir George Wingate, in para. 10 of his Note upon the Indapur report, says:—"Colonel Francis chiefly, and very properly in my opinion, bases (his recommendations) upon the alterations that have taken place in the prices of agricultural produce in the last 30 years. In the Resolutions of Government the same ground is accepted. With regard to some Talukas, the increase in population, material wealth, and the value of land, as well as the improvement of communications, are also mentioned as justifying an increase of assessment. But increase of population could have led directly to increase of assessment only by extending or by improving cultivation. The extension of cultivation has already taken place to its full limit, and has been accounted for, substantially, in the assessment under the expired settlement. Of any general improvement in cultivation there is little trace. Indirectly, of course, increase of population might lead to increase of assessment by producing a rise in prices. Increase in the material wealth of the people, and in the value of land (value meaning here the price people are ready to pay for land), would not justify an increase of assessment independently of prices, unless it can be shown that it was itself due to some other cause than the rise in prices. The improvement of communications has no doubt been, as Colonel Francis remarks, a material element in the rise in prices. Thus the grounds assigned for an enhancement resolve themselves for the most part into one main ground.

Now the Survey Officers detail in their Reports their reasons for believing their proposed enhancements to be warranted by the rise which had taken place in the price of grain up to the time at which they wrote. These enhancements have now been reduced by the Government, on the ground that a fall in price has since taken place, and that at the lower rates prevailing in the last two years the demand is excessive. But the Government Resolutions do not contain any statement of a principle by which the rise in prices ought to be gauged, or by which the enhancement of assessment proper to a given rise in prices ought to be determined. Clearly, when the Survey Officers, on the strength of a rise in prices, proposed enhancements which a fall in prices within four or five years has rendered impracticably high, there is reason to suspect that they must have fallen into some error of principle. An assessment intended to endure for 30 years ought to be based on data not capable of being so easily falsified. It seems desirable to inquire what, if any, was the error into which the Survey Department fell, and what are the general principles by which enhancements of assessment on the ground of a rise in prices should be governed.

Before going further, it must be observed that in settlements of lands held under the ryotwari system the assessment is much more directly dependent on this standard of prices than it is elsewhere. Properly speaking, the assessment—that is, the revenue demand—is a portion of the *rent*; but rent is here almost an unknown quantity. Rent is defined to be "the surplus produce after payment of the costs of cultivation and the profits of agricultural stock." Where a tenant holds from a landlord, the theory of political economists is that the landlord is enabled, by the competition of cultivators for land, to obtain from his tenant the whole of that surplus. In those parts of India where the State has conferred what are called proprietary rights on persons standing between itself and the actual cultivators, money rents are paid to those persons by the cultivators. In places where competition happens to be particularly active, or where the personal influence of the proprietor is particularly powerful, sums equivalent to the whole surplus produce are paid. More frequently custom, aided by the protective laws in force in those parts, restricts competition, and the rents paid fall short of being the whole surplus. In either case the true rent can be either ascertained or approximately

* This enhancement includes the assessment now imposed on land not assessed at all at the last settlement: and it may perhaps be objected that as this land was not taken into account then, it should not be taken into account in comparing the new settlement with the old. But as this land had all come under cultivation before the end of the expired settlement, these figures correctly represent the increase in demand which has been imposed upon the cultivators on account of the area actually in their cultivation at the time of the revision; i.e., the increase in demand they have to pay out of the same assets.

estimated. Under the Ryotwari system the State is the landlord. The State fixes its demand upon the land by a rough adjustment to its supposed capacity, and competition does not come into play. If subletting for cash were frequent, the true rent of the various classes of land might be estimated from the amounts paid by the lessees. But leases for cash are, I understand, few. Statistics of sales of land are not numerous enough or trustworthy enough to give grounds for induction; and the difficulties in the way of estimating the outturn of crops and the cost of production for an average of years are known to be practically insurmountable. Thus the data for ascertaining the true rent of land do not, apparently, exist. This is admitted by the writers of the joint report. The assessments at the first survey were, as a consequence, virtually experimental. The records of demands and collections under native Governments and under our own previous arrangements showed pretty clearly for each Taluka what the "breaking-down" point of demand was—the point, that is to say, beyond which collection could not go, and at which collection produced wide spread misery. The assessment under the survey was placed judiciously short of this point, and was equably distributed. The experiment was from the outset so far successful as to show that the assessment, generally speaking, was not greater than the rent. Whether the assessment was less than the rent, and, if so, how much less, are more difficult questions.

In those parts of India where intermediate rights exist between the State and the cultivator, and where, consequently, rent is ascertainable, a revision of assessment is not directly concerned with a rise in prices. The assessment takes a share of the rent, and it is only concerned with a rise in prices so far as that rise has produced, or is producing, a rise in money rents. Given rising rents, the alteration in prices is kept in view as elucidating the extent and nature of that rise, but an enhancement of demand proceeds on the substantial basis of actual enhancement of rents, not on the possible results of the alteration in prices. Under a Ryotwari system the effect of a rise in prices during the term of a settlement cannot be so traced. There has been no competition among cultivators, or pressure by a landlord, at work to force up the rates of rent as the profits of cultivation became larger. The assessment paid by the cultivators, allowance being made for extended cultivation, is the same as they paid 30 years ago. The probable extent of the rise in rent can only be estimated from the rise in prices, with the aid of a few minor considerations. An enhancement of assessment has thus to proceed directly upon the rise in prices.

Now it is obvious that when an enhancement of assessment is proposed proportionate to a rise in the price of grain, the proposal rests on the following assumptions:—

- (1.) At a given period the assessment bore a proper relation to rent.
- (2.) A rise in the price of grain has taken place since that period.
- (3.) A rise in the price of grain produces an equivalent rise in rent.

To justify any given enhancement it must be shown that these assumptions are correct, or at least beyond reasonable doubt. It is only necessary to add that the term "rise in price" means a permanent rise—that is, a rise due to permanent causes, and not to a temporary deficiency of produce. The prices of grain in any locality fluctuate year by year, under the influence of numerous and sometimes conflicting causes. A permanent rise, when it does occur, is not a clearly defined and tangible event taking place within a period of two or three years. It takes place through a series of fluctuations, the general level of the last fluctuations of the series being higher than that of the first. To ascertain what the "general level" at any time is, it is necessary to include a large number of fluctuations. Tooke, in his "History of Prices" (quoted by Mill), showed for European countries that even so long a period as half a century may include an undue proportion of abundant or deficient seasons. In India, more especially in the "drought stricken" Deccan, the variations of season must be at least as capricious. Short periods of less than 10 or 12 years are not to be trusted to give a true average of prices.

The proposed enhancements of the Survey Department may now be considered with reference to the above remarks. First as to *Indapur*.

Colonel Francis, writing in 1866, divided the term of the expired settlement into three decennial periods, and showed that the average price of jowari was 56 seers per rupee in the first period, 45 in the second and 26 in the third. In the last period the four years, 1862–63 to 1865–66, were included, during which the price was at the abnormal rate of 16 seers. Colonel Francis considered that the average of the first decade could not be taken as a basis for comparison. He pointed out to how great an

extent the uncertainty of rainfall and produce had “affected the condition of the people by operating against the benefits which would otherwise have accrued to them from the rise in prices.” “The problem,” he writes, “which we have to solve is this:—when, or at what period during the currency of the lease, had the cultivators acquired that amount of capital which is essentially necessary for the proper cultivation of the land; and their own well-being, and what was the price of grain at that time.” He gives reasons for concluding that the assessment was not light when gauged by the prices of the first period; he then shows by reference to Mr. Green’s Review that after 1852-53 an improvement in the condition of the people began to take place, and his conclusion is as follows:—

“156. I think, therefore, we may fairly assume that towards the latter end of the second decennial period the cultivators had acquired *that amount of capital* and *that well-to-do-position* which we would assign to them as the measure of profit to be left after payment of the Government assessment. I am consequently of opinion that we may take the average price of grain during the latter half of the second decennial series as the index by which we may estimate from prices what our present assessment ought to be. In other words, the percentage increase which has taken place during the last 10 years will represent generally the percentage addition to the present assessment which may now be made.

“157. Applying this rule to the case, I find the average price of grain for the two periods indicated stood as follows:—

Average for the last five years of the second decennial series, viz., from 1851-52	-	-	-	42
(dating from the period of Mr. Green’s review) to 1855-56	-	-	-	26
Average for the ten years from 1855-56 to 1865-66	-	-	-	16

“We may assume approximately, therefore, that between 50 and 60 per cent. is the addition (considered solely with reference to the price of grain) which may now be made to the present assessment.”

Sir George Wingate reviewing Colonel Francis’ proposals wrote as follows:—

“10. Colonel Francis explains, in the 141st and following paragraphs of his Report, his recommendations for the Revision of the Indapoor rates of assessment, which he chiefly, and very properly in my opinion, bases upon alterations that have taken place in the prices of agricultural produce during the last 30 years. He gives a table of these prices in the 146th paragraph of his Report, which he divides into three equal decennial periods, showing the average price of jowaree, the staple product of the district, to have been 56½ seers per rupee for the first, 45½ for the second, and 26½ for the third; and he concludes that the assessment at the close of the first decennial period was not light when gauged by the prices of that period, and that the cultivators were not in a position to pay a higher assessment. He infers, therefore, that it was not till ‘towards the end of the second decennial period the cultivators had acquired *that amount of capital* and *that well-to-do position* which we would assign to them as the increase of profit to be left after payment of the Government assessment.’ And he concludes that this average of 42 seers per rupee should be taken as the index or starting point for estimating the increase which may be made to the present assessment in consequence of the further rise of prices which took place in the last 10 years of the settlement, and which he shows in the 156th paragraph to have been between 50 and 60 per cent., for which he proposes to provide by fixing the future maximum rate at 1 rupee per acre, which will raise by 53 per cent. the present assessment of the district. The increase here proposed seems to me to represent very accurately what is due to the altered circumstances of the district, without taking into account the extraordinary rise in prices during the last five years, due to the American war, and which Colonel Francis in the 149th paragraph himself considers to be exceptional. But, while agreeing in the accuracy of his general conclusion, I am unable to assent to the theoretical reasoning by which he supports it: for this requires us to admit that the rates of assessment during the first period of 10 years were too high, which is contradicted by the marked extension of cultivation and amelioration in the condition of the cultivator which took place during that period. There can be no doubt whatever that during that period the district made considerable progress, but, as prices did not rise, there was nothing to call for an increase of assessment, though there was sufficient improvement in the condition of the district to show that the original survey assessment had not been pitched too high. During the latter half of the second decennial period and during the whole of the third the wealth of the cultivators increased, of course, more and more rapidly under the influence of the ever rising prices, and this affords valid reasons for increasing the rates of assessment. The true inference appears to be that the original rates were suitable, and we should regard the prices of the time when they were settled as the index or point of departure by which to regulate the increase to be now made, instead of the latter years of the second period, as assumed in the argument of Colonel Francis. If the table of prices be attentively examined without reference to equal decennial periods, it will be found capable of subdivision into three well-marked periods. The first is a period of low stationary prices without any more marked oscillations than may be fairly ascribable to seasons of comparative abundance or scarcity. This period embraces the 14 years from 1836-37 to 1849-50, when the average price of jowaree was 54 seers per rupee, or almost the same that was obtained at the introduction of settlement, the average price for the five years preceding that event having been 53½ seers. The second period is of 11 years, from 1850-51 to 1860-61, and is one of

advancing prices, due probably to the increasing wealth of India arising from the introduction of English capital for the construction of the railways and for suppression of the mutinies, as well as from improvements effected in the internal communications of the country. The average price of jowaree during the whole 11 years of this period was 39 seers, and for the last five years of it 35 seers per rupee. The third period extends over the last five years of Colonel Francis' table, from 1861-62 to 1865-66, during which prices received another extraordinary advance, due to the increased demand for cotton, arising out of the circumstances connected with the American war. The average price of jowaree for these five years was 18 seers per rupee.

"11. The last period is of so entirely exceptional a character, and the prices then obtaining are so clearly due to temporary causes, that it would be most unsafe to take them into account in the formation of a basis for a revision of the rates of assessment intended to last for another term of 30 years. The price of cotton, upon which the price of jowaree and other agricultural products in a great degree depend, has already fallen considerably since Colonel Francis' Report was written, and is likely to fall much further. This has already affected the exchanges, and will materially diminish the amount of bullion to be received by India in the present year. This effect, it may be anticipated, will be experienced to a greater extent in future years until prices recover their normal condition, which it would not, I think, be safe to estimate at a higher figure than those obtained during the last five years of the second of the above periods, when jowaree was sold at 35 seers per rupee."

The above extracts show clearly the point on which Sir George Wingate and Colonel Francis, while agreeing as to the amount of enhancement to be imposed, were at issue. They differed as to the starting point of comparison—that is, as to the period at which the former assessment bore a proper relation to rent. Colonel Francis held that it was only after 1851 that a sufficient surplus of profit remained to the cultivator. Sir George Wingate held that a sufficient surplus was left from the commencement of the settlement. Their agreement as to the amount of enhancement was in fact only accidental. It is clearly important, with regard to future settlements, that it should be determined which view was correct on the point at issue. Apparently Sir George Wingate's view was accepted, for in subsequent reports the average price of the first 15 years of the term has been taken as the starting point. I venture, however, to think that Colonel Francis' view was correct, and not Sir George Wingate's.

The only method available for estimating the pressure of the assessment during the settlement is to study the fiscal history of the settlement. The diagram at page 39 of the report* tells almost all that it is necessary to know. First as to cultivation. The average area cultivated in the 10 years preceding Pringle's settlement was 177,000 acres. This area sank during the seven years of Pringle's settlement to 133,000 acres. The introduction of the survey rates in 1837 brought up the area at once to 162,000 acres. In 1841 it rose above 220,000 acres. In 1843 it sank to 212,000 acres, rose again in 1847, sank again in 1849, and only in 1851 commenced its upward rise to the full limit of 238,000, from which it has not again receded.

Then as to the collection of the assessment. In the first 10 years there were remissions in every year but two, and the average annual remission was Rs. 12,223, out of an average demand of Rs. 77,443. In the next 10 years the remissions were less frequent, and averaged only Rs. 865. But it was only from 1854 that remissions ceased altogether. As to material wealth, the information collected by Colonel Francis makes it pretty clear that accumulation only commenced after the first decade was past.

Now if in connexion with the above facts be taken the circumstance that it was not till 1851 that the upward movement of prices began, only one conclusion seems fairly possible. The assessment was no doubt in many ways—in its equable distribution, in its moderation, in its fixity—far more favourable to the ryots than the previous unequal and uncertain demand had been, and it so led to an immediate extension of cultivation. But the extension of cultivation was not permanent, and the realization of the demand was not assured, so long as the low level of prices lasted. It was only after 1851 that the assessment began to work with perfect smoothness and success. It may of course be said, and with perfect truth, that at the time of the settlement the Taluka was in a condition of great depression, and that, however low the assessment might be fixed, some years must necessarily elapse before the people could attain what may be called a normal condition of prosperity. But the fact still remains that the condition of prosperity was not attained for 15 years, and then only when prices rose. Colonel Francis appears then to have been right in saying that the first 15 years of the settlement did not afford a starting-point for comparison.

The case is still stronger in *Bhimthari*, the second Taluka revised, which in many respects resembles Indapur. The survey rates were introduced in this Taluka in 1840.

* Papers relative to the revision of the assessment of the Indapur Taluka. (Selections from the Records of the Bombay Government, No. CVII).

The people are described as being previously in a miserable and poverty-stricken condition. The effect of the new rates in the first two years was to induce a large increase of cultivation. The diagram at p. 249 of the Revision Report shows that in 1842 the area under cultivation was 126,000 acres. In 1843, however, a reaction set in, and cultivation contracted year by year, until in 1850 the area was only 92,000 acres. From 1851 cultivation began to extend again, and rose year by year, until in 1854 it stood again at the figure at which it had stood in 1842; and it subsequently continued to increase until in 1862 it obtained its maximum of 166,000 acres.

Then as to collections. There was great uncertainty during the first 11 years. The average annual remission during that period was over 7,000 rupees, out of a demand of Rs. 51,000, and in three of those years the remissions ranged from one-third to one-half of the demand. After 1854 there were no remissions, and the revenue rose with the extension of cultivation. The upward movement of prices in this taluka dates from 1853. It is thus apparent that in Bhimthari, even more than in Indapur, the first years of the settlement did not afford a safe basis for comparison at the revision in 1871. While the low range of prices lasted, the assessment was far from successful. It only became successful after the rise of prices began. But, notwithstanding this, the period of low prices (1840-55) was the period taken by the Survey Department—probably in deference to Sir George Wingate's opinion on Indapur—as the basis of comparison. And the enhancement proposed, 63 per cent., was held to be justified by the rise in prices subsequent to that period.

In the other talukas of the Poona district, Haveli, Pábal, and Súpé, and in the talukas of Sholapur, in which the Survey was introduced later, remissions in the early years of the settlement were not so frequent or so large as in Indapur and Bhimthari, but the fluctuations in cultivation were considerable, and it was only after 1854 that the permanent extension of cultivation was secured.

Here, then, was an error of principle on the part of the Survey Department. They adopted as a basis of comparison a period on which it was, to say the least, unsafe to rely. The result of an enhancement of assessment based upon that period could, on their own view, only be to bring back the state of things which existed in that period. And that was a state of things in which cultivation fluctuated and remissions were frequent.

A second error affecting the proposals of the Survey Department is the adoption of insufficient periods for the estimate of average prices. Sir George Wingate, in para. 10 of the extract quoted above, divided the table of prices for the 30 years of the settlement into three periods. The first was the period of 14 years from 1836-37 to 1849-50, during which prices were fairly stationary, and the price of Jowari was 54 seers per rupee. The second was the period of 11 years from 1850-51 to 1860-61, when prices were advancing and the average was 39 seers. The third was the period of five years from 1861-62 to 1865-66, when prices were unnaturally inflated, and the average was 18 seers. Sir George Wingate omitted the third period from consideration as exceptional: and the natural conclusion would have been that the rise in price should be measured by the comparison of the average of the second period with that of the first, *i.e.*, by the rise from 54 seers to 39 seers per rupee, a rise of 38 per cent. only. But, instead of taking the average of the whole of the second period, Sir George Wingate selected only that of the last five years of it, namely, 35 seers per rupee, and he thus obtained a rise of 54 per cent. A reference to the table of prices (p. 71 of the report) will show that if Sir George Wingate had taken the average of the last *seven* years instead of the last *five*, he would have arrived at a rise of 60 per cent. instead of 54 per cent. These figures illustrate the danger of adopting short periods for striking an average of prices. A year or two arbitrarily omitted or included may make an extraordinary difference in the results. It is quite true that in this particular case Sir George Wingate, by the aid of his great natural penetration, selected as his future average price a figure which has been quite justified by events. He selected the rate of 35 seers, and the average rate since 1860 has been 32 seers. But it is not given to all men to possess a prophetic instinct.

Again, Colonel Francis after deciding—properly, as I have endeavoured to show—that the first period up to 1850-51 was not to be adopted as the starting-point of comparison, had remaining to him for manipulation only the period of 15 years between 1851-52 and 1865-66. He divided this period into two portions, the first of five years, which he took as his starting-point, and the second of 10 years, which he compared with the first. He found the average price of jowari in the first portion to be 42 seers per rupee, in the latter 26 seers, and he thus arrived at a rise in price of 53 per cent. This division was arbitrary. If he had taken six years for his first period, and nine

years for the second, he would have found the rise to be 57 per cent. If he had taken periods of seven years and eight years, the rise would have been 70 per cent. The price also for the last five years, 1861 to 1866, was, as he himself admits, exceptional and not to be relied on.

The fact is that at the time when Colonel Francis wrote, 1866, there really existed no sufficient data for determining the effect which the rise in prices should have upon the assessment. By Colonel Francis' own hypothesis the period to be taken as the starting-point was the period subsequent to 1851. To strike an average for that period it was manifestly unsafe to look at a smaller number of years than 10. But 10 years from 1851 brings us to 1861, when the unnatural inflation began, which lasted till the time of the revision. Thus there remained no second period reliable for comparison with the first. The average price of jowari for the 11 years, 1850-51 to 1860-61, was 39 seers per rupee. At that price the assessment had been undoubtedly successful. What average price could be taken as an estimate for the future? The average price in the nine years since 1862 has been, as we now know, 32 seers per rupee, and if this price be now accepted as a safe average for the future, there has been a real rise in price, available for enhancement of assessment of 26 per cent. But when Colonel Francis wrote, the future course of prices was, except to the prescience of Sir George Wingate, lost in doubt; the possibility of a relapse after the inflation of 1862-63 was obvious; and it was clearly not safe, in fixing an assessment for 30 years, to count upon more than a very moderate advance on the average of 1851-61.

In the case of *Bhimthari* the comparison of prices was made between the first 15 years and the last 15 years after deduction of the five years of inflation. As to the future average the very fair assumption was made that it would not fall below 26 seers per rupee. If the first 15 years had been such a period as to afford a fair basis of comparison, the conclusion of the Survey Officer as to the effect of the rise in price on assessment would have been justifiable. But it has been shown that the first 15 years were not such a period. The assessment only began to work smoothly in 1854. There was, therefore, practically only the period 1854 to 1870, 17 years, available for manipulation. Now the average price of jowari during the nine years from 1854-55 to 1862-63 was 31 seers. At that price the assessment was undoubtedly successful. For comparison with this there was, at the time of the revision, a period of only eight years, during three of which abnormal prices had ruled. There was thus here again an absence of sufficient data. Of the assumption that a price of 26 seers could be taken as a safe average for the future, the rise really available for enhancement of assessment was the difference between the rates of 31 seers per rupee and of 26 seers, or 19 per cent. only.

In the foregoing remarks the third assumption involved by implication in the proposals of the Survey Department, viz., that a rise in prices produces an equivalent rise in rent, has been left out of sight. Is this assumption correct? The question assumes a rather shadowy aspect in districts where a ryotwari system is in force, but the following remarks are, I believe, practically true. If rent is viewed as a fixed share of the produce, and the payment of rent as the payment of the money value of that share, it is a natural assumption that as the prices of produce rise, rent will rise in the same proportion.* But the fact is that rent is not in practice a fixed share of the produce. It is the share which the cultivator can afford to pay away after reimbursing himself for the cultivation. Under the rigorous theory of political economy this reimbursement is reduced by competition to the lowest possible figure. But in practice, even when competition is active, the share of the produce retained by the cultivator varies from time to time and from place to place, under the influence of various causes, of which the most efficient is the change in the "standard of comfort" of the people. This is the case even in England, where the rates of rent and of agricultural wages vary, sometimes unaccountably, from county to county; and it can hardly fail to be the case in India. Now a rise in the price of grain takes place, as has already been observed, through a series of fluctuations. Money rents cannot fluctuate with prices any more than money wages can. They can only make a general rise when it is apparent that a higher level of prices has actually been reached. In the interval

* Suppose a holding producing 50 maunds of grain, of which 40 maunds are absorbed in cost of cultivation, and 10 maunds are payable as rent. Of the 40 maunds the greater part is actually consumed as food by the cultivator and his family and his labourers, part is used as seed-grain, and the remainder is exchanged for necessities or for stock. A rise in prices produced by the influx of silver into India will not enable the cultivator to effect any reduction in the 40 maunds which go to the cost of cultivation. It would, however, at first sight appear that he would have to pay away the whole of the enhanced money value of the 10 maunds as enhanced rent.

the cultivator has been getting the benefit. If before the rise came he lived, as the Deccan ryot lived, in a condition of poverty and wretchedness, he will take advantage of the opportunity to raise his standard of comfort. This standard cannot easily be lowered again, and no one could wish to see it lowered.* In Northern India a rise in the standard of comfort has undoubtedly been taking place among the cultivating classes, even under the revenue system there in force. Under a ryotwari system with 30 years' settlements the standard ought to have risen still more, and the share of the produce available as rent ought to have *pro tanto* diminished. To what extent it ought to have diminished I am not concerned to inquire. The point of my argument is that the Survey Department were wrong in assuming that the rise in rent in the Deccan has been, or ought to have been, equivalent to the rise in the price of grain.

The above remarks have shown sufficiently how, in my opinion, the Survey Department were led into proposing unduly large enhancements. It only remains to consider what principles should be laid down to guard against similar errors for the future. The first principle clearly is that the period selected as the basis of comparison should be a period in which cultivation remained at, or nearly at, its full extent, and in which the assessment was paid with ease. The length of this period should be not less than 10 years. The second principle is that, to estimate a rise in price of grain, the average prices of periods of not less than 10 years, and preferably of more, should be considered, and that, unless these periods are of considerable length, exceptional years should be excluded. The third principle is that when a permanent rise in price, available for an enhancement of assessment, has been established, the enhancement should not be of the same proportional amount as the rise in price, but something short of it, to allow for the effect of improvement of the "standard of comfort" on rent.

If these principles are admitted, it will follow that the percentage of enhancements of assessments in *Indapur* and *Bhimthari* should have fallen short of 20 per cent. The enhancements at present stand at 39 and 37 per cent. In *Haveli* the second decade (1851-52 to 1860-61) may be taken as the basis of comparison, in which the average price of jowari was 30 seers. The average in the third decade, excluding the abnormal years, was 19 seers, and the same appears to be the average up to the present time. The enhancement justified here would be therefore 58 per cent. *minus* the proper deduction on account of the standard of comfort. The enhancement first proposed here was 95 per cent.; that adopted was 65 per cent. This has now been reduced to 41 per cent., and accordingly no further reduction seems necessary. In *Pabal* the second decade (1851-52 to 1860-61) may be taken as the basis, in which the average price, according to the Muncher rates, was 32 seers. (The Tullegaon rates seem unreliable, for they show a greater rise than in Poona itself.) The average of the third decade, excluding three abnormal years, was 25 seers. The enhancement justified here was therefore 32 per cent. *minus* the proper deduction. The enhancement first proposed was 88 per cent.; that adopted appears to have been 51 per cent., and this amount has now been reduced, by the orders of Government, to 38 per cent. The demand, on my view, is still excessive. In *Súpe* the second and third decades may be compared, the exceptional years 1863 and 1864 being omitted. The rise in price was—if the figures are correct, which is perhaps open to doubt—from 28 seers per rupee to 18 seers, or 55 per cent. In this taluka the enhancement proposed and adopted was 40 per cent., an amount that appears fully justified.

In taluka *Madha* (Sholapur Collectorate) the settlement appears from the Survey Reports (I have not seen the diagrams for this collectorate) to have begun to work successfully only at some period after the commencement of the second decade. (See para. 12 of Mr. Grant's Report, and paras. 14, 15, 16, and 31 of Colonel Francis' Report.) The average price of jowari at Madha and Mohol in the second decade was 35 seers per rupee. The average price in the third decade (omitting the abnormal years 1863-64 and 1864-65) was 28 seers. The rise in price was thus 25 per cent., and the enhancement of assessment justified by it was, therefore, something less. The enhancement proposed was 74 per cent., and that finally sanctioned by Government 41 per cent.

In *Bársi* (paras. 26 and 27 of Colonel Waddington's Report) the settlement began to work well after 1852. The second decade may therefore be taken here also as the basis of comparison. But trustworthy records of prices are not forthcoming, and Colonel Francis (para. 28 of his Report) considers that the prices of Indapur may be accepted for Bársi. It has been shown above that in Indapur there has been since

* Mr. Pedder has some strong remarks on this subject in his "Leading Points on Revision Settlements," and elsewhere.

1862 (omitting the exceptional years) a rise in prices of only 22 per cent. over the average of the decade preceding 1862. The enhancement proposed for Barsi was 62 per cent.; it now stands at 42 per cent.

In *Sholapur* taluka remissions, even in the first decade, were small, though cultivation did not spread to its full extent till the end of the second decade. Apparently the assessment was moderate from the first, and this Taluka can now bear as large an enhancement as any taluka in the Poona and Sholapur Collectorates. Records of prices do not exist.

In *Karmala* the decade after 1853 may be taken as the basis for comparison (see paras. 23, 24 of Colonel Waddington's Report, and para. 13 of Colonel Francis' Report.) The table of prices gives the average price of jowari for that decade as 40 seers, and for the following decade (omitting 1863-65) as 22 seers, and the rise is consequently 80 per cent. If these prices are correct, the enhancement of assessment proposed by the Survey Department, 32 per cent., is fully justified.

In the above remarks the assessment of a Taluka, together with its enhancement, has been considered as a whole. There is another way of dealing with the question. The assessment may be considered in detail. The assertion that the first decade of the expired settlement does not afford a fair basis of comparison rests upon a consideration of the general working of the settlement in that period. But, it may be asked, is this the proper way of considering the settlement? The assessment of a Taluka is made up of the assessment of individual fields; the value of each field to the cultivator depends mainly upon the amount of its assessment; in the Talukas under notice cultivation did not extend into part of the area until after the rises in prices of 1852-53 had taken place, and it may fairly be inferred that in that part of the area the assessment had been, at the previous low level of prices, unduly heavy; but in a portion of the area cultivation remained constant, and in that portion it may be inferred that the assessment was always moderate. So, too, as to remissions: large remissions were granted in the first decade, but they did not swallow up the whole revenue; a portion of the demand was always paid, and to that extent the assessment was not oppressive even in bad years. Are no conclusions possible from these considerations as to the amount of enhancement now fairly demandable?

Before proceeding to consider the question from this point of view, the remark has to be made that this is not the point of view of the Survey Department. The basis of the assessment on the survey system is the classification of the soil. The classification proceeds purely upon the apparent quality of the soil. In classing any field the past history of the field is not considered. It is not asked how the field was classed at the last survey, nor how the assessment then imposed on it has been borne, nor whether the cultivation of it has been continuous. The field is classed according to its apparent value with reference to a fixed standard. The classification is relative, and the actual assessment is governed by the rate selected as the maximum for the best class of soil. Thus the classification is a thing complete in itself. If properly made, the assessment is equable all over. It may be, all over, too high or too low, through the selection of too high or too low a maximum rate; but ~~it cannot be unequal. From the point of view of the Survey Department, therefore, the pressure~~ ~~of the assessment in any given period ought to be considered as a whole, and not~~ in detail.

Passing over this objection and coming to the matter in hand, the first noticeable point is that if the assessment is considered at all in the manner suggested, it involves the admission that the enhancements proposed by the Survey Department were not, on their showing, justified. If the old assessment on the part of the area was so pitched as to make cultivation unremunerative till prices rose in 1852, it is obvious that no argument for the enhancement of the assessment on that part of the area could be based on the prices current before 1852. If 53 per cent. (say in Indapur) was a fair percentage of enhancement for the continuously cultivated area, it was not a fair percentage for the whole area. In Indapur (*vide* diagram) the area taken up after 1852 was 24,000 acres out of 238,000 acres. In Bhimthari the area taken up was 66,000 acres out of 166,000 acres. With regard to these large areas, on which little or no enhancement was *ex hypothesi* possible, some reduction was clearly necessary in the rate of enhancement proposed for the whole Talukas.

It has further to be remarked that the error committed here was greater than it at first sight appears. The diagram exhibiting the area of cultivation shows only the net fluctuations of cultivation, and not the gross fluctuations. In any year in which a general decrease of the area under cultivation in any Taluka, and ordinarily in any village, takes place, there are *per contra* a certain number of fields taken up. I find, for example, that in the village of Kheirgaum, in Bhimthari, the area relinquished in the year

1849-50 was 568 acres, while in the same year an area of 273 acres was taken up which had been lying untilled in the previous year. Thus, while the gross decrease of cultivation was 568 acres, the net decrease was only 295 acres. Again, in the village of Súpa, in Bhimthari, there was in the year 1852-53 a gross increase of cultivation of 729 acres, while, in consequence of the simultaneous relinquishment of 506 acres, the net increase was only 223 acres. The fluctuation of cultivation has extended, therefore, over a considerably wider area than is apparent from the diagrams, and the residue of area which has remained continuously cultivated is proportionately smaller. In the village of Kheirgaum, above referred to, only 1,188 acres out of a total area of 4,825 acres remained continuously cultivated throughout the settlement. In Súpa continuous cultivation covered only two-thirds of the area. It follows, therefore, that in determining the general percentage of enhancement to be levied on a Taluka, a larger allowance is required on account of the area of doubtful cultivation than would appear necessary from the diagram.

Coming now to actual figures I find that in Indapur the average demand for the first decade was Rs. 77,443, the average annual remission for this period was Rs. 12,223, the average collection was Rs. 65,220. (Report, p. 39.) It thus appears that for the average area annually under cultivation in the first decade an average revenue of Rs. 65,220 was all that could be recovered. This sum, assuming that it was paid without difficulty, represents the portion of the whole assessment that was really moderate, even in the reign of low prices. It is evident, then, that upon this sum, or rather upon the area which paid it, and not upon the whole demand and area, the enhancement proposed by the Survey Department on the ground of the rise in the prices of produce was really leviable. The rate of enhancement proposed was 53 per cent. An addition of 53 per cent. to Rs. 65,220 will produce Rs. 99,786. To this has to be added the assessment on the area taken up in the period of high prices, viz., Rs. 5,161 (the difference between the demand in the first decade and the demand in the last), and this amount is clearly not subject to enhancement. Including this sum, the total revised assessment will amount to Rs. 105,397, and the rate of enhancement thus obtained is 27 per cent. The rate obtained for Indapur by the former method was 22 per cent. Both percentages are subject to reduction on account of improvement in the "standard of comfort." It may be objected that the assessment on the lands classed as *kharab* and unarable at the last settlement, and since cultivated, must also be added. But these lands have been gradually taken into cultivation by the occupiers of the fields to which they belong or adjoin, and the produce of them had really formed part of the produce out of which the occupiers have been paying the assessment. The argument as to the weight of the assessment on various parts of the area, drawn from the cultivation or non-cultivation of the land, involves the assumption that the area in each case includes all the land of which the produce is received by the persons who pay the assessment.

In Bhimthari the average collections during the first decade were Rs. 43,407. Taking this sum as a basis, and enhancing it 63 per cent., in accordance with the conclusions of the Survey Department, we obtain Rs. 70,749. The assessment on the lands taken up after the advance in prices appears to have been Rs. 24,000, i.e., the difference between Rs. 50,000 demand at close of first decade, and Rs. 74,000 demand of third decade. Including this sum a total of Rs. 94,749 is obtained, and the resulting percentage of enhancement is 27 per cent. as in Indapur. The rate obtained for this Taluka by the former method was 19 per cent. The result of the application of this method, as it was of the other, is therefore to show that the enhancements proposed by the Survey Department were excessive, and that even as reduced by the Government they are still above the mark.

It remains to inquire how the enhanced assessment is in practice distributed over the various parts of the cultivated area. It is evident that the main weight of the enhancement ought to fall upon that part of the area on which the former assessment was from the first moderate, while the area of uncertain cultivation, that is, the area on which the former assessment was at first severe, should escape with little or no enhancement. Does the enhancement fall in this manner? The figures available on the subject point to the conclusion that it does not. I find that in the village of Kheirgaum the enhancement on the area which was in continuous cultivation throughout the settlement was from Rs. 730 to Rs. 1,015, or 37 per cent. The enhancement on the rest of the area was from Rs. 1,511 to Rs. 2,805, or 85 per cent. Again subdividing this latter portion of the area into two parts, viz. :—(1) the area taken up in or before 1851-52 and not again relinquished, and (2) the area taken up subsequent to 1851-52, I find the enhancement on (1) was 81 per cent., and on (2) 87 per cent. These are the rates of the enhancement as first proposed by the Survey Department. The reduction in assessment recently

directed by the Government brings down the total demand on the village from Rs. 3,820 to Rs. 3,302. But the incidence of the demand is as faulty as it was before. The enhancement on the area of continuous cultivation now stands at 15 per cent. only, while the enhancement on the fluctuating area is 63 per cent. Similarly in the village of Súpa the enhancement imposed by the survey on the area of continuous cultivation is 39 per cent., while the enhancement on the remaining area is 50 per cent. This enhancement has not been modified by the Government.

In these two villages, then, the proper order of enhancement has been inverted, and the following reasons exist for believing that they are not unusual instances. The value of a field to a cultivator depends mainly upon the propriety or otherwise of the assessment, but among a number of fields all fairly assessed the fields of greater natural fertility will be more attractive to the cultivator than the inferior fields, because of the greater certainty of the produce. It may accordingly be expected, speaking generally, that where cultivation fluctuates largely, the area of uncertain cultivation will contain a larger proportion of the inferior fields than the area of continuous cultivation. Thus in Kheirgaum the area continuously cultivated bore an average rate per acre of 10 annas, while the rate on the rest of the area was 7 annas. That is to say, the difference in the average quality of the two areas was such that the former was better worth cultivation at 10 annas per acre than the latter was at 7 annas. The rates imposed on these two areas by the revision are respectively 13 as. 8 pie and 12 as. 5 pie, or as now reduced by the Government 11 as. 4 pie and 10 as. 1 pie. Again, in Súpa the area continuously cultivated bore under the old assessment an average rate of 6 as. 8 pie, while the rate on the rest of the area was only 4 as. The revenue rates on these areas are 9 as. 4 pie and 6 as. respectively. In both these instances, therefore, it is plain from the rates of both the old and new assessments that the area of uncertain cultivation was, as a whole, of inferior fertility to the area of continuous cultivation.

Now it is apparent from the recent action of the Government in directing the reduction of the lower classes of rates in Madha and other Talukas that there is, admittedly, a tendency in the system of classification at present in force to press too heavily on the middle and lower classes of soils. The Revenue Commissioner, S.D., in Appendices E, F, H, and I, to his letter No. 1,466, dated 20th April 1874, recorded the results of his inquiries in four villages in the Sholapur Collectorate. In the village of Alipur the percentage of enhancement on lands of the 1st and 2nd classes (according to the old classification) was 18 per cent., while on lands of the 3rd class it was 67 per cent. In Dahitneh the enhancement in the better lands was 57 per cent., in the poorer lands 106 per cent. In Miri the enhancement on 1st class lands was 19 per cent., on 2nd class lands 56 per cent., on 3rd class lands 167 per cent. In Ishwar-watar the enhancement on 1st class lands was 54 per cent., on 2nd class 79 per cent., on 3rd class lands 138 per cent. The causes which led to this result were investigated by Mr. Havelock in the letter quoted, but his conclusions were questioned by Colonel Francis. The result itself, however, appears to have been accepted by the Government.

If, then, the enhancement, generally, has been greatest on the inferior soils, and the inferior soils form the larger portion of the area of uncertain cultivation, it follows that the Survey Department, besides levying too large an enhancement as a whole, have also so distributed it that it falls heaviest on the very lands which have shown themselves least capable of bearing it.

Of such a result as this the only possible explanation is that there is some flaw in the system of classification. That flaw I believe to be that the scale of classification does not allow a sufficiently wide interval between the rates on the best soils and the worst, or, which comes to the same thing, does not allow a sufficiently low rate for the worst soil. By the joint report scale the soil of the 1st class was valued at 16 annas, and the soil of the 9th or lowest class was valued at 2 annas. Thus the rent of the worst land was taken to be one-eighth of the rent of the best land. In the recent revisions the valuation of the three lowest classes has been reduced by Colonel Francis, and the 9th class is now valued at 1 anna, or 1-16th of the value of the 1st class. The range of this scale within any Taluka is of course extended by the method of assessment by groups of villages, each group having a different maximum rate. Thus in Indapur the maximum rate selected for the best village was Rs. 1-2-0, and that selected for the poorest group of villages was 14 as., giving a minimum rate of 10½ pies. There was thus a difference of twenty-fold between the rates on the best class and the worst within the Taluka. Similarly in Bhimthari the difference was twenty-six-fold. But it can be shown, I think, that even within a single group of villages a range of twenty or twenty-six-fold is insufficient. Direct evidence in the shape of statistics of the actual renting value of the best

and worst lands is not, apparently, available. But the conclusion results from following considerations.

It is manifest that in the Deccan, owing to the great uncertainty of the seasons and the smallness of the average out-turn of crops, there is a great deal of land which only just repays cultivation. Some of this land cannot afford to pay an economic rent at all, and some of it can only afford to pay a very small rent. In such a country, where the higher forms of agriculture are unknown, the cost of cultivation per cultivator, *i.e.*, the cost of working the full holding workable by one man, is in unirrigated land practically nearly the same for soils of all classes. The main items of cost are the food and clothing of the cultivator and his family, and the replacement of stock, both of which are independent of the nature of the soil. The variation in seed-grain is small. Farm-servants are by the hypothesis not required, and day labour is only required on certain special occasions. It is true that, in the Deccan, holdings are more often held by two or three cultivators in partnership than by single cultivators. But the argument is the same if the unit is (say) a joint holding of three cultivators as if it is the single holding of one cultivator. In some instances, no doubt, this normal cost of cultivation is reduced in a special way by the cultivator subsisting on insufficient or unwholesome food, and by his helping himself along by work as a day labourer at spare times; and in this way he may make shift to pay a rent for poor land which otherwise it could not bear. But for the present purpose these cases may be disregarded. If the normal cost of cultivation is taken to be practically constant, then denoting it by c , and denoting the produce by x , the rent will be $x-c$, which may vary, as x varies in various soils from nothing to (say) c or $2c$.* The "inferior limit" of rent in the Deccan is thus *nil*, and the variation is, theoretically, infinite. The assessment is a portion of the rent, and the inferior limit of the assessment should be the lowest rate which the Government considers worth the trouble of collection.

By the present classification the worst soil is valued at 1 anna; that is, there is no class of soil valued between 1 anna and nothing. But if what has been said above is true, rent ranges in the various soils of the Deccan from the smallest fraction to the maximum rate. There must then be grades of soil occupying the interval in rent-paying value between 1 pie and 12 pies, as there are between 12 pies and 16 annas. It is

* Let us take the case of the average cultivator of Indapur or Bhimthari, who works his holding with his own bullocks and with his own labour. What is the cost of his cultivation? The main item is that of food. He has a wife and child. (Population may be divided roughly into three equal parts—one of adult males, one of adult females, and one of children under 15 years. The average family consists, therefore, of a man, woman, and child.) They eat, or ought to eat, between them a seer and a half of jowari a day, or $13\frac{1}{2}$ maunds in a year. The second item is replacement of stock. In these talukas the ratio of plough-bullocks to head of agricultural population is .45. The average cultivator possesses, therefore, something less than $1\frac{1}{2}$ bullocks. A pair of bullocks costs nowadays Rs. 40, and the working life of a bullock is about six years. Our cultivator's capital in bullocks being thus 25 or 30 rupees, six or seven rupees a year (say four maunds of jowari) ought to go to replacement of stock. The third item is clothing for himself and his family, and sundry expenses in domestic and agricultural matters—say $1\frac{1}{2}$ maunds of jowari. The fourth item is seed-grain, which may be taken (Jowari) at about 3 seers per acre. The last item is day-labour, costing (say) $2\frac{1}{2}$ maunds.

The average holding per head of agricultural population in these talukas is $6\frac{1}{2}$ acres. The average holding of an adult cultivator is therefore, in round numbers, 20 acres. Let us first take the case of our cultivator holding 20 acres of poor land. His expenses, as above, are :—

Food -	-	-	-	$13\frac{1}{2}$ maunds.
Replacement of stock -	-	-	-	4 „
Clothes, &c. -	-	-	-	$1\frac{1}{2}$ „
Seed -	-	-	-	$1\frac{1}{2}$ „
Day-labour -	-	-	-	$2\frac{1}{2}$ „
Total	-	-	-	23 „

Clearly he cannot afford to pay rent at all unless his holding produces more than 23 maunds; that is, something more than a maund per acre. Let us suppose the produce is 24 maunds; then one maund will be available as rent, and the rate will be two seers per acre.

On the other hand, suppose that his holding is in good land, of which the produce is (say) 3 maunds per acre; then the total out-run of 20 acres will be 62 maunds, and, after deducting the cost of cultivation as before, the portion of the produce available as rent will be 37 maunds, of which the rate will be 74 seers per acre. In this supposed case, then, a variation in the produce from 48 seers to 3 maunds per acre, *i.e.*, a variation of less than threefold, produces a variation in the rate of rent of 37-fold.

The instance is, of course, open to the objection that, although 20 acres may be the average holding, holdings in poor land are larger than holdings in good land, and allowance must no doubt be made for this. On the other hand, the assumed range of variation in produce is greatly within the mark. In the Revision Report of Taluka Madha (para. 42), Colonel Francis estimates the produce of poor land at an eighth or a tenth of the produce of the best soils. The instance is only designed to show that in a country where the cost of cultivation swallows up such a very large share of the produce of poor land as it does in the Deccan, the range in rates of rent, and consequently in rates of assessment, must be unusually large. It is certainly not a violent conclusion to say that the extreme range of rate in the classification scale should be not less than from 1 to 32.

plainly not fair that these grades should be placed in the 1 anna class. They ought either to be placed in a lower class still, or excluded altogether. My conclusion is that if the 1st class of soil be valued at 16 annas, the lowest class should be valued at not more than half an anna. If in any group the maximum rate of assessment selected is less than one rupee, it is a question whether the rate on the lowest class should not be foregone.

A change is also required in the number of classes. The number under the present scale is the same as it was under the scale of the first survey; but much land is now classed as culturable which was formerly classed as unculturable, and this land naturally falls into the lowest class. The result follows that much land classed formerly in the lowest class (the 9th) is now pushed up into the 8th, and similarly land from the 8th class is raised to the 7th. Mr. Grant, in his Report on the Revision of Talukas Niphar and Chandur, in Nasik, wrote:—"Soils from the 3rd class downwards were entered fully "two classes too low in the former valuation, and the 8th and 9th orders of soil were "very commonly entered as *Kharáb*." To this fact must, I think, be ascribed much of the over-assessment of the lower classes. The remedy is simple, namely, to construct the scale to contain 11 or 12 soils in lieu of nine.

THE CONNEXION OF THE ENHANCED ASSESSMENTS OF LAND REVENUE WITH THE EMBARRASMENTS OF THE RYOTS.

I.—OPINIONS OF OFFICERS AND OTHERS.

Extract from the Replies of the Collector of Poona to the Commission Queries, October 1875.

The difficulty of collecting the revenue has largely increased, owing chiefly to the fact that most of the land is mortgaged, and that the money-lender has to pay the assessment, which he will not do until he has exhausted every artifice to obtain a reduction of the assessment. * * *

The ryots generally attribute their embarrassments to the weight of the assessments, and also to the operation of the civil courts. Except in the few newly revised talukas the assessments are considerably lighter than they were under the former native governments. * * *

The introduction of the revised assessments has undoubtedly added to the embarrassments of the ryots. They find it more difficult to obtain money to pay the assessment, because the whole of their land being mortgaged they must go to the money-lenders, who take advantage of their poverty to press for remissions.

Extract from Letter of Sub-Judge of Ahmednagar, dated 20th of October 1875.

I have the honour to observe in regard to the first point that the late disturbance had at first arisen in the Poona, and afterwards in some of the adjoining talukas of the Ahmednagar district. The ryots of the Ahmednagar district appear to have only followed the example set by their brother ryots in the Poona district. * *

If there be any special causes that might have excited the ryots to commit these outbreaks they must be inquired into in the Poona district wherein they had first commenced.

I think that the recent revenue settlements made by the survey officers in the Poona district (doubled in many cases) must have no doubt made the ryots, who had already been reduced to poverty, desperate, and that when they found themselves quite unable to pay the increased revenue they became hopeless, and committed the disturbances now under inquiry.

Extract from Letter of the Sub-Judge of Patus (Poona), dated 28th September 1875.

I have also heard complaints that the sowkars refused to pay the assessments, after carrying away the whole of the produce of the last season, with an undertaking to do so.

Extract from a Memorandum by Mr. Shambhuprasad Lakshmilal, December 1875.

Question 1.—Can you say that the revision of the rates of assessment is a cause of the great indebtedness of the ryots?

Answer.—Looking to the fact that there is a cry of debt in districts where the revision is not introduced, e.g., the Ahmednagar Collectorate, it can be said that the general state of indebtedness is not attributable to the revision.

Q. 2.—Yet it remains a question whether it is not an aggravating circumstance in combination with real causes of the indebtedness and misery of the ryots?

A.—Measures fair and proper in themselves often lose their value if unfortunately introduced inopportunately and under unfavourable circumstances. When the revision was introduced the new Limitation Act was already in force for years, and the revision found the ryots under a heavy load of debt, and drifting towards more debt still. Very high prices were reigning generally before the revision, which raised the ryots' income considerably, owing to which notwithstanding some increase in their expenses, the ryots were able to pay the sowkars to some extent. Just people already found themselves, even under the old rates of assessment, unable to pay the sowkars as they used to do. Thus, when owing to these causes, the people were already groaning, the revision came on which generally raised the assessment, and this rise in the rates irrespective of the question whether it was rightly or wrongly raised in proportion to the worth of the land became a grievance to the people. People at all times naturally view unfavourably any increase in the dues they have to pay, without concerning themselves as to the equity of the measure and in the adverse circumstances the unfavourable view amounted to dissatisfaction. By section 30 of the Survey Act people understood that whenever the rates may be revised they will chiefly be with reference to market rates of the produce, and the value of land so determined that the quality and the classification of land was settled once for all, and that if by improvements and industry they bettered some land and raised it in quality and value they will enjoy the benefit without any new extra burden being thrown upon them in consequence of their adventure and labour. In short they understood for certain that the classification of land will not be altered at the time of revision of assessment, but that the increase or decrease in the rates will be fixed with reference to the rise or fall in the prices of the market produce. In the recent revision the classification was also revised. Under the old settlement of the classification, which settled the quality of lands for 30 years, the relative worth of the lands of the different owners was permanently fixed in the people's minds. By the revision this relation recognized for 30 years was broken up, and, more than the absolute rise in their dues, people complain of the relative rise as compared with the others who formerly paid assessment equal to their own, or different in a certain proportion. If, without disturbing the relative burden, the rates against all are proportionately raised, the people do not so much feel the burden and see no cause of complaint.

Q. 3.—Then, if it be found that by the old settlement some cultivators were under assessed and others over assessed by mistakes in classification, is not the error to be rectified?

A.—If these are errors they should be rectified. If it is found in some individual cases that the lands have been placed in wrong classes it is desirable that they should be placed in their proper classes, and such alterations people will appreciate as corrections of mistakes. But when the change is wholesale and affects almost all proprietors they cannot be brought to think that the old arrangement which worked for 30 years during which the people found no cause to complain and were prosperous was all a mistake. They view the revision as it is as only a measure adopted to increase the revenues of the State.

Q. 4.—But, independent of the people's sentiment, if it be found that in the old settlement the classification of lands was erroneous, or that by the advance of time for 30 years since, considerable change has occurred in the quality of the lands, and that the revised settlement gives the correct classification should not the latter be maintained?

A. The change for the better in the quality of land is principally due to the industry and care of the proprietors, and the expenses which they undergo to make improvements, and it is not intended that such lands are to be thrown under a higher classification. If it be true that under the old settlement lands were placed below their proper classification it may be said that that being the case not with reference to a few instances, but in almost all instances, it was the fault of the system then in force, and it is a question for consideration whether it is desirable to make a wholesale change in a system which went on smoothly for several years, and at the cost of creating discontent among the ryots.

Extract from Report by Mr. Macpherson, Assistant Collector of Poona, 1874-75.

During the travelling season I visited a very large proportion of the villages of Bhimthari and Indapur, and, as remarked in my Letter No. 33 of 16th March 1875, found that about 90 per cent. of the ryots were not merely in debt, but hopelessly involved in it. As pointed out in that letter the real owners of the land are the money-lenders, they alone profit by remissions, and consequently they are the persons who by

refusing advances to the ryots prevent the punctual realization of the revenue. Their aim this year was by refusing advances to the ryots to force Government to grant large remissions, as they well knew that the whole taluka could not be sold up, and it was well worth their while to have a few fields sold, and then a remission granted on the rest. The ryots, however, who think themselves the owners of the land, did not at all approve of this arrangement, each man fearing that he himself might be one among the small body of victims. According the ryots pressed the sowkars to pay the instalments and the refusal of the latter led to the disturbances which commenced in Bhimthari and extended all around.

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The real fact, however, is that the whole produce of the ryot's field would not pay the interest on his debt, but the sowkar finds it to his advantage to keep the ryot in nominal possession of the land, and to take the difference between what it produces and what is absolutely required for the support of the cultivator. Out of this difference he has really to pay the Government dues, and all remissions and reductions go into his pocket and not into that of the ryot.

Another result of this state of matters is that nearly the whole land of the taluka being in possession of a few sowkars they can easily unite to raise an outcry for remissions, petition Government, and procure the insertion of paragraphs in the papers. Even an anna remission would put hundreds of rupees into the pockets of these individuals, so it can scarcely be a matter for wonder if they do their best to make Government suppose that the rates are excessive, and of course they have only to refuse to advance the ryots money to bring about a hitch in the payment of the instalments. Last year a few of these men were hit by the confirmation of some of the 1 anna sales and I do not think they will venture to repeat the experiment this year. I am far from saying that the assessment should not be reduced: though not exorbitant, it is still higher than was intended and should, I think, be reduced. I merely wish to point out how the wires are pulled, and at the same time to draw attention to the fact that little or no benefit will accrue to the ryot however much the assessment is reduced.

Extract from Report by Mr. Davidson, Assistant Collector of Sholapur, 1874-75.

The cause of this decline and fall of the landholders is only partially the higher rates of assessment, except in Mádhā, where the most efficient cause is that the rates are so high. With this we must couple the low harvest price of grain, and the oppression of the civil courts.

Extract from the Remarks of Government on the Sholapur Reports, 1874-75.

The orders lately issued for reduction of the survey assessments, on the principle of lowering the classification rates in inferior soils more in proportion than those of the better ones, will remove all ground of complaint on the score of inequality of assessment, such as that brought to notice, and it is hoped will lead to much of their land being taken up again, if not for cultivation, for grazing purposes, for which the revised rates are amply low.

Extract from Report by the Collector of Ahmednagar, 1874-75.

The revision settlement has been fixed for 41 villages (36 in the Kopargaon, and five in the Sangamner taluka). At first it was proposed by the Superintendent of Survey to impose a maximum jerayet rate of Rs. 1-12, which, along with other trifling alterations, would have given an increase on the assessment of $41\frac{1}{4}$ per cent. Subsequently, however, under the orders of Government, a maximum rate of Rs. 1-8 was determined on, which reduces the total percentage increase to one of 30 per cent. At the same time, also, somewhat lower rates than those first proposed were fixed for two out of three specially poor villages. This was good as far as it went, and if it was impossible to postpone the re-assessment until after Government had satisfied themselves as to the real state of the cultivators and the causes of their declension and poverty, it may have been the only course open to Government, as the increase in the rates is not more than the rise of prices during the currency of the last settlement, taken by itself, would justify: so that, had the principle involved in this increase been given up in a part of this district, it might have caused difficulties in other districts. Nevertheless I cannot but regret that the step taken was necessary, if so it was: for though I have admitted, both in my report last year on the condition of the district and in my report on the revision settlement, that the state of the cultivators is in no way owing to the amount of assessment, which is ordinarily very low; and though, from all I have since seen, I am perfectly satisfied that this view is correct, and do not consider that the rates, even as now enhanced, are in themselves higher than the land can bear, or than Govern-

are entitled to; yet it must be acknowledged that it is one thing to impose higher, though still fair, rates on a thriving and contented population, and quite another thing to enhance, by ever so little, the rates paid by a people already in the extreme of poverty, and almost goaded to desperation. Whatever the necessity of the case may have been, yet it was, as I believe, a step of considerable hazard; for who could say that even this moderate increase of rents might not prove as the last straw on the camel's back, and so complete the ruin of the ryots. Indeed, I have no hesitation in asserting that had such an experiment been made in the Sheogaon and Shrigonda talukas, and not in a portion only of them, but in the whole talukas, the result would have proved even much more disastrous than I, at the time of objecting to the proposed rates, supposed. Events only will show what, if nothing else meanwhile is done to improve the condition of the ryots, will be the results of the experiments that Government have made in the Kopargaon taluka.

Extract from the Remarks of Government on the Ahmednagar Report, 1874-75.

The revision of settlements in 41 villages of the Sangamner and Kopargaon talukas has been effected during the year. Mr. Boswell, while admitting the moderation of the increase made in assessments, 30 per cent., and that it is more than justified by the rise in prices since the original settlement was introduced, yet expresses his doubt whether any revision of assessments whatever is desirable in the present impoverished condition of the agricultural classes. He should, however, remember that on his own showing the increased assessments will not be paid by the ryot, but by the sowkar, who takes whatever difference there may be between the amount of the Government assessment and the sum absolutely necessary for the bare support of the cultivators, and that the state of the people in his own district, one of the most lightly assessed in India, shows that unduly light assessments do not conduce to the prosperity of the population.

Extract from Mr. Pedder's "Leading Points regarding Revision Settlements."

A sudden increase of as much as 50, 75, or 100 per cent. in the assessment of a taluka or group of villages, though it may bring assessments only up to a pitch with which the people were perfectly satisfied 10 or 20 years before, must still produce considerable inconvenience, and perhaps hardship. For it not only diminishes suddenly the amount which a ryot has been accustomed to spend on his living—in other words, his "standard of comfort"—but it causes a great change for the worse in his relation with his sowkar, a matter of no small importance. This consideration seems to me to have been somewhat overlooked.

Extract from Report of the Revenue Commissioner, S. D., paras. 9 and 10, on the Revised Assessment of Taluka Karmala, Zilla Sholapur, dated 14th January 1874.

When, in para. 9 of his Report No. 1,441, dated 13th April 1871, the Revenue Commissioner submitted a qualified assent to the revised assessment then proposed for the Mareh taluka, though fully aware of the large area of land previously held free then being brought under assessment, he was entirely uninformed regarding the disproportionate and extraordinary additions which the revised assessment would impose on separate villages, and the still more extraordinary and, as regards the general rate of enhancement, more disproportionate additions which the revised assessment would impose on individual fields. * * * * *

It was not even then known to what an extent the former assessment on individual survey fields had been multiplied by the revised assessments. It is this feature in the revision which, though susceptible of the explanation furnished by the Survey Department, has caused widespread dismay among ryots of all classes, from the merchant who has invested in land as a good speculation and permanently safe security for money to the poorest cultivator, who with one pair of bullocks, or perhaps not even that amount of agricultural stock, has under the former light assessment been holding an extent of land, the proper cultivation of which is quite beyond his means.

Extract from Memorandum of the Revenue Commissioner, S. D., on the Division of Taluka Pandharpur, Zilla Sholapur, dated 21st October 1872.

The very serious drought and failure of crops in parts of Ahmednagar, Sholapur, and Satara, and in a less degree in Kaladgi and Poona, last year, show that the timely collection in full of even the old assessment in a really bad year is not practicable, and it requires no argument to establish how much more difficult the collection in arrears will become when swelled by such an enhanced demand as that now proposed.

Taking the rates actually fixed by the Superintendent of Survey and Settlement as the result of an elaborate classification based on a maximum rate adopted for each area, the Revenue Commissioner does not find grounds for criticism of the rates on the average they represent; but it does strike him that it is a violent mode of adjustment of the claims of Government to impose on many of the villages an assessment more than double that which had been ascertained at the previous settlement as suitable, by a process exactly similar to that followed at present, though not so carefully supervised, and therefore apparently not so accurate. * * *

In Eshwar Watar, No. 13 of the Statement, the assessment has been raised, without counting local fund cess, 111 per cent., and the average rate per acre is the highest on the list, or 15 annas 4 pies. Now, laying aside the capabilities of the soil of Eshwar Watar, regarding which the settlement officers of 1839-40 and of 1870-71 ought to be judges, the Revenue Commissioner cannot help regarding the new assessment in the State to be pressing, and the prosperity of the village, due to the previous light taxation, to be capable, under fairly favourable circumstances, of meeting the new demand, does it not appear a terribly crushing weight on the cultivators to find the terms of the settlement given them in 1839-40 increased as follows:

	Percentage.
Local fund on original assessment	6.06
Revised assessment	111.
Local fund on above	6.73
	<u>123.79</u>

Or, taking the figures roughly, what sort of a prospect must it be to an occupant of Government land in Eshwar Watar to find that he has to pay about 2 rs. 4 annas for every rupee of assessment he paid only a few years ago, when prices were most favourable? This state of things, from the cultivator's point of view, particularly if associated with the serious failure in the locality last year, and the future possibility, nay probability, of a worse market for produce in consequence of falling prices, is certainly most discouraging. And on the other side the most that can be said is that circumstances appear to admit of a considerable increase of the Government demand, though the measure of that increase is based on theoretical grounds alone.

Extract from a Petition presented to the Collector of Sholapur by the ryots of Karmala Taluka, September 1875.

The produce of the land is not equal to the revised rates of assessment levied by Colonel Francis. The fall of rain in these districts is uncertain, and consequently the crops in every year suffer very much. The peculiarity of this district is that there is a seasonable fall of rain in every 10 or 15 years, and it is in that year only that there is a surplus profit left to pay the assessment. Taking into account the precarious rainfall in this district, Lieutenant Nash and Captain (now Sir George) Wingate levied the original assessment for a period of 30 years. The ryots somehow or other managed to pay that assessment, though even then they found it very heavy. When Colonel Francis submitted his proposals levying the revised rates, the petitioners, including other cultivators, went to him with their petition, and requested him to give some consideration to the uncertainty of the rainfall in this district, and that the revised rates should not be levied. The petitioners also represented to Colonel Francis that if Government be a guarantee for the seasonable fall of rain, they would most willingly pay the revised rates, whereupon Colonel Francis said to the petitioners that to make the rain fall seasonably is in the hands of God, and that the rates levied must be paid. Since the introduction of the new rates, all the cultivators of the Karmala taluka have mortgaged their bullocks, lands, houses, &c. to the sowkars to pay the assessment. The records of the sub-registrar of the taluka will bear the petitioners out in the above assertion. Lieutenant Nash and Captain Wingate had specially reserved uncultivable land for grazing purposes which has been included in the recent classification and measurement by Colonel Francis, and levied the assessment on it. If the area of the uncultivable land be deducted from the cultivable land, and if the amount of the new assessment be levied on the remaining land, it will be quite apparent that the new rates are even more than double the original assessment. It is true that the new rates appear increased only by

50 per cent. when the uncultivable and cultivable lands are taken into calculation, but, really speaking, the increase is even more than cent. per cent. in some of the holdings. Unless the new rates are cancelled, and the original assessment is re-introduced, the quarrels amongst the cultivators and the sowkars will not be set at rest.

The British rule in India is dated as far back as the year 1818. Since that year the inhabitants of the Native States (in alliance with the British Government), such as Hyderabad, Indore, Gwalior, Baroda, Nagpore, &c., owing to oppression, used to migrate into the British dominions. Of late, in consequence of the heavy assessment and the injustice caused by oppressive laws, there has been a discordancy between the ryots, sowkars, and Government, and the result of which is that many ryots, sowkars, &c. have given up their lands, estates, &c., and been migrating to the Native States.

Extract from the Report of the Sub-Committee of the Poona Sarvajanik Sabha, 1873.

From the evidence summarised above on this head, as also from other information available to the committee in the published records of Government, and from private sources, the following propositions may be laid down as proved :—Firstly, that, on the whole, the rates of the first settlement were moderately low, and were fixed after a due consideration of the circumstances of the soil and the character of husbandry in each taluka. Secondly, that although, by reason of the rates being moderate, the jamabandi of the talukas showed an apparent falling off for the first few years from the nominal figure at which it stood before the survey, yet, as the rates were based on an average of the actual receipts of the previous 30 years, not only was there no real falling off, but, on the contrary, in the course of a few years, by reason of the extension of cultivation, the jamabandi of the talukas was increased by a large percentage. Thirdly, the survey and settlement operations have had the undeniable effect of making the relation between the State landlord and the ryots rigid and unyielding, to an extent wholly unsuited to the habits and wants of the people, and to the circumstances of the country. One of the first effects of the settlement is that the collector's jamabandi work becomes a mere form, the most urgent representations from the ryots for remissions in bad years are not heeded, and, the seasons being so precarious in this country, the ryots, from want of provident habits, feel in bad years the rigid pressure of the revenue system to be simply crushing. Fourthly, while the witnesses on the whole agree that the first rates were moderate, there is an equal unanimity of opinion from the Indapur, Bhimthari, Madhe, Sholapur, and some talukas in the Kaladgi District that the new rates, being based chiefly upon an expected continuance of the high prices which obtained from 1860 to 1866, are felt to be oppressively heavy and almost crushing, especially as prices in general have steadily declined during the last five years. Fifthly, in fixing the new rates, there has been to all appearances a most capricious exercise of the discretion of the settlement officers with regard to many entire villages, and many individual holders of land in all villages, whose assessments have been enhanced quite out of proportion to the average enhancement of the taluka, thereby most materially affecting the value of the property of these holders.

As regards the first position, the summary of the evidence given before is sufficient by itself to substantiate its correctness, and needs no supplementary remarks. The villagers from the Bhimthadi Taluka, who came in crowds to the sittings of the Committee, gratefully acknowledged the moderation of the old rates, about which they said they had nothing to complain. As regards the Indapur district, the fact noticed in Colonel Francis' Report that during the last 20 years of the first settlement no remissions were found necessary in that taluka, where before more than half the revenue had on an average to be remitted every alternate year, strongly confirms this same view. The statements and witnesses examined from the Satara, Khandesh, Ahmednagar, and Sholapur districts give the same favourable testimony regarding the old rates. Two things ought, however, to be remembered in connexion with this subject—*first*, that the rates when they were first introduced were not advisedly intended to be low, and in their practical effect for the first ten years they produced no sensible relief to the ryots; *secondly*, it was the subsequent gradual rise in prices, which was the great economical fact between 1848 and 1866, that made the ryots feel these first rates to be conveniently low.

With regard to the second position, a statement is herewith appended, for the Mudi-behal Taluka in the Kaladgi district, and the Hangal Taluka in the Dharwad district, and the Parasgad Taluka in the Belgaum district, showing the details of the proportion between cultivated and uncultivated land in the year previous to the survey, the year of the survey, the 10th year after the survey, the 20th year after the survey, as also for the year 1870–71. It will be seen from that statement that while at the time of first

introduction of the survey rates the area of uncultivated land in the talukas of Mudi-behal and Hangal was considerably larger than that of the cultivated land, within twenty years from the time of the survey the whole of it was brought under cultivation, leaving only an inconsiderable fraction of one-twentieth to be reclaimed.

Besides, the following statement for the three Zillas of Kaladgi, Belgaum, and Dharwad will show that while the Kaladgi district, with its 953 villages, showed a falling off in the year of the survey of 8,000 Rs. over a jamabandi of $6\frac{1}{2}$ lakhs for the year previous to the survey, the receipts in 1870-71 were $10\frac{1}{4}$ lakhs, or nearly double the revenue received in the first year of the settlement. The same observation holds true, to a more or less extent, with regard to the other Zillas :—

Zilla.	No. of Villages.	Revenue for the Year before the Survey.	Revenue according to the Survey Settlement.	Revenue for the Year 1870-71.
		RS.	RS.	RS.
Kaladgi - - - -	953	6,52,000	5,72,000	10,21,000
Belgaum - - - -	930	8,60,000	7,68,000	11,39,000
Dharwad - - - -	1,238	11,52,000	9,46,000	15,65,000
	3,121	26,64,000	22,86,000	37,25,000

Taking the three Zillas together, while there was a falling off of nearly $3\frac{3}{4}$ lakhs in the revenue of the first year of the settlement over the previous year, there was an increase in the year 1870-71 of $10\frac{1}{2}$ lakhs over the revenue of the year previous to the settlement, and fully $14\frac{1}{2}$ lakhs over the revenue received in the first year of the settlement, so that long before the 30 years' period of settlement will expire the revenue of the three Zillas has increased about 75 per cent., without any change of rates. Throughout all the other Zillas this same increase has occurred, to a more or less extent. This important fact is well brought out and illustrated by Professor Green, in his pamphlet on the Deccan Ryots, published in 1852. It is not quite correct to say, therefore, that by reason of the 30 years' settlement the Government has derived no additional revenue from the settled districts during the term of the lease.

✓ As regards the third position, that the introduction of the revenue settlement has had the effect of making the connexion between the State landlord and the ryot more unyielding and rigid than is suited to the habits of the people and the circumstances of the country, the fact is so patent that it is not necessary to give any details regarding it. In districts where sufficient and timely rainfall is assured this rigidity is not felt to be very oppressive; but the districts of Poona, Sholapur, Ahmednagar, and to a less extent Khandesh, Satara, and Belgaum, do not enjoy a certain and equable rainfall, the climate is subject to drought, and the crops are liable to frequent and extensive failures; when a large portion of the agricultural capital, the labouring cattle, are generally swept away. "This uncertainty of climate and the calamitous losses it occasions to the cultivators, which no forethought on their part can avert, has probably had a large share in making the Deccan population what it is," improvident and unthrifty. With such a population, unless the rates are low enough to be conveniently borne in the worst years, demands for remissions will be frequent, and though they may not be complied with, the failure of crops which necessitates the demand is none the less felt to be a disastrous calamity. This year, 1872-73, which has been a remarkably good year in the other districts, has been a year of drought in the Bhimthari Taluka, and large numbers of the people from this poor taluka came to Poona to complain to the assistant collector in charge of the taluka, Mr. Spence, who referred them to the collector. They next complained to the collector, who pleaded his inability to help them. They next went up to Bombay to petition the local Government, who referred them back to the collector. All that these poor people wanted was that the revenue officers should make a local inspection of the crops, and, if they were satisfied that the crops had failed, to grant remissions. In this taluka the crops had failed last year also, and by reason of it only one instalment could be taken; and this year, with equally bad crops, these poor people were called upon to pay up the last year's arrears, and this year's full revenue according to the enhanced rates. This is only one instance of the stiffness of the present revenue system which was prominently forced upon the attention of the Committee during their sittings. In another respect the same rigidity of the system affects the cultivating classes in an unseen manner. The village *Gayaran* land, expressly set apart for the village cattle, has been gradually encroached upon by the revenue officers, who sell portions of it by

public auction, and these encroachments once made receive the sanction of the settlement officer's register. In the case of *mali* land (*i.e.*, land on the banks of large streams or rivers, which lies for some time under water during the rains, and on which, when the water retires, there remains a deposit which is called *mali*, and which gives the name to the land), while the owner of the number close to the bank receives no compensation, or has not his assessment reduced, if a portion of the bank be washed away, yet if there is a considerable accretion on the bank the owner is not allowed the advantage of it, but the *mali* is separately numbered and heavily assessed. In the fourth chapter of this report, this point and many other points in which the action of the executive Government through its various departments presses hard upon the cultivating classes have been touched upon at some length. It is not necessary, therefore, to go over the same ground here again by anticipation.

With regard to the 4th and 5th positions laid down above, the general effect of the evidence leaves no room for doubt that the recent enhancements have not been made with a due consideration of the circumstances of the classes to be affected by them. They were based upon an erroneous apprehension that the inflated prices which obtained during the first half of the last decade would continue. The fact is, as has been shown at some length in the first chapter of this report, that prices have steadily declined, and this year in many parts of the country the prices are just where they were between 1856 and 1859. The chief justification for the enhancement of rates, *viz.*, this alleged rise in prices, falls therefore to the ground. (But even if it be allowed to have any weight, it will only warrant a moderate enhancement. At present there is no rule laid down to guide the discretion of the officers employed. The settlement officers at their discretion select a few years out of the 30 years' term, and base their calculation upon it. Now in one sense, while it may be perfectly legitimate to suppose that the next 30 years will in their climatic characteristics (and none but climatic changes seriously cause variations in prices in this country) be like the past 30 years, it will not do to take any arbitrary portion of this 30 years' period and assume that the rates during the next 30 years will not fall below this assumed standard. If the settlement officers, therefore, had taken the average of the prices for the whole of the 30 years of the last period, and, according as this average was higher or lower than the average of the 30 years preceding the first settlement, the rates had been adjusted for the next 30 years, their procedure would have been at least intelligible, and much could not have been urged against it. Even then the enhancement could not properly be made in proportion to the absolute rise in prices, but it would be some determinate fraction of the rise in prices, about 50 per cent., because by reason of the rise in prices the expenses of cultivation increase proportionately, and the margin of the actual profits is not correctly represented by the difference between the average prices of the two periods. This distinction has not always been kept in mind by the settlement officers. And it behoves the consideration of the executive Government whether, in the settlements to be yet made some such rules of limitation (by which the average would be based upon the returns of the whole of the 30 years' term, and not any arbitrary portion of it, and the enhancement, grounded upon the fact that this average was higher than the average prices of the previous 30 years, would be only a determinate fraction, a moiety of the proportion of the rise in prices) should not be imposed upon the discretion of the settlement officers so as to enforce a just moderation in all their proposals. In the absence of some such rules, the controlling authorities, who have no special knowledge of the subject, feel their utter helplessness to reject or review the recommendations of the survey officers, and have to content themselves with an ignorant assent. The position above laid down, that the recent enhancements have been oppressively heavy, has received the sanction of the local Government, who, in resolution No. 798 passed in February 1873, have thought it necessary to enjoin upon all survey officers very moderate increases in the revision operations; and in pursuance of this policy the local Government, in sanctioning the revised rates in the Pábal Taluka, sensibly reduced the rates recommended by the survey superintendent, the effect of which was to bring down the average enhancement from the 88 per cent. recommended by the survey officers to 75 per cent. In this same taluka, as in the previously surveyed districts of Madhe and Indapur, the Motasthal, or additional cess on water obtained from wells sunk by the ryots at their own expense, was recommended by the survey officers, against the letter and spirit of the Survey Acts; and this increase was well-nigh sanctioned, when at the eleventh hour, upon the representation of the ryots, the injustice was stayed, and the cess was given up. These incidents will prove how dangerous this enhancement mania is, and how necessary it is that general rules should be laid down to guide the discretion of over-zealous and unscrupulous officers.

With regard to these enhancements, it is next to be observed that in all the talukas

to which the enhanced rates have been applied there has been a re-survey and a re-classification. There may be in the abstract sufficient reasons for thus going over work once done before, but when it is understood that this re-survey and re-classification involve the unsettlement of the established market values of an immense number of proprietary interests in land, the mischief of these measures will be seen in all its enormity. So far as the executive Government is concerned, only the total results are placed before it, and its sanction is seldom withheld; but these total results convey no adequate idea of the hardships inflicted in many individual cases where the assessment is raised not according to the average percentage, but by 300 or 400 per cent. above the average. This disproportionate enhancement has virtually the effect of confiscating the land so unequally assessed. By the guarantee of 30 years the ryot is led to suppose that he is the owner of the numbers entered against his name, subject to the payment of the fixed assessment to Government, and subject also to any increase that may be deemed just on general grounds at the periodical re-settlements. It does not follow from this that, after allowing a man to hold for 30 years a certain number of holdings subject to certain advantages or disadvantages, as compared with his neighbour's holdings similarly situated, he can be asked to vacate the land under penalty of paying three or four times as much as his neighbours are called upon to pay. Such interference with the rights of property in land, on the ground of an abstract equality which has and can have no place in fact, constitutes a just grievance on the part of those whose property has been thus virtually confiscated.

It has, indeed, been maintained that these unequal enhancements have resulted from two causes—the defective measurements of land at the first survey, and, in cases where this cause does not explain the enhancement, it is alleged that the first assessment was secured at an unduly low figure by the corruption of subordinate native officials. From the lists published in the appendices marked to this report, containing the details of such enhancements in the Indapur, Sholapur, and Bhimthari Talukas, it will be plain that the first alleged cause has had no great effect. Most of the numbers show the same measurements, and yet the enhancements are most irregular. As regards the second allegation, there is no direct evidence coming forth, and supposing corruption possible it proves too much, for the new measurements are also made by subordinate native officials. These pretensions to greater accuracy and purity are simply untenable, and will not stand examination for a moment. Allowing them, however, their full force, one fails to see how the incapacity or corruption of the agents of Government should be a ground for interfering with perpetual leases given by it to third parties, who, on the faith that their properties under all circumstances would keep their place in relative value with their neighbours' properties, have dealt with them, sold them, mortgaged them, and created all manner of interests in them. Properties so settled ought to be as assuredly secured from all unequal taxation or interference as any other private property. If Government had sold building sites which its officers, from incapacity or corruption, had under measured at the time of the first appropriation, would any court of law allow it for a moment, after 30 years' term has passed and houses have been built on the land, to get back its land on the plea that it was not properly measured at first by the default of its own agents? It is strange these considerations find no weight with professed publicists, where the irregular action of the settlement officers deals at one blow ruin to many hundred homesteads.

That the new enhancements are more than the people can well bear in all seasons has been sufficiently demonstrated by the experience of the last few years. As one consequence of the enhancement of rates concurring with a fall in prices in the talukas of Bhimthari and Indapur, it was found necessary in 1871 to allow nearly half the revenue to remain in arrears, a circumstance which has not occurred in these talukas during the last 26 years. But a worse sign of the inability of the ryots to pay the enhanced rates, and in some cases even the old rates, is seen in the circumstance that in the talukas where arrears were not allowed to remain unrecovered, many numbers held for generations by the holders thereof have been put up to sale, *e.g.*, in the Indi and Shindgi Talukas of the Kaladgi district, in the Karmale and Madhe Talukas of the Sholapur district, and in the Mawal Taluka of the Poona district. In the Shindgi Taluka of the Kaladgi district, in 17 villages about 25 holdings were sold last year by auction for arrears of revenue amounting to Rs. 280. With the exception of two numbers, the rest found no purchasers, and in the column of remarks against several of them it is stated that the holders had absconded into the Nizam's territory from poverty. All these numbers, for whom no purchasers were found, are now lying waste. In the Karmale Taluka, 26 numbers, measuring 940 acres, were sold for arrears of Rs. 232, after allowing partial remissions. Nobody could be found willing to buy them. Nine numbers in the

Madhe Taluka, measuring 228 acres, were sold for arrears of Rs. 56, after allowing as much by way of remissions. In a similar manner 15 numbers were sold in Sangwi, a village in the Mawal Taluka, for arrears of revenue in the same year, and found no purchasers. This is the most ominous sign of the times to those who can discern it, as it is not likely that, except from sheer helplessness, so many ryots in so many villages would abandon their hereditary fields and seek refuge in foreign territory, as the Shindgi people have done in numbers. The returns for Shindgi and Karmale and Madhe are appended hereto. In 12 villages of the Indi Taluka, 29 holdings belonging to 25 holders were sold in 1871-72 for arrears of rent. The total assessment on these numbers comes to about Rs. 354, and at the auction sale about Rs. 390 only were realised. This shows that the ryot's property in his land has been, by reason of the enhanced rates concurring with the fall in prices, so greatly diminished in value that it is hardly in many cases worth one year's purchase, or, in other words, this property has ceased to be of any value in the market. The instances of private sales of numbers which the settlement officers select for the purposes of their report simply mislead those who have the responsibility to act upon those reports. The numbers given above for the Indi Taluka are not fancy numbers, or in any way artificially selected; they are extracted from the annual returns submitted by the Mamlutdar, and may therefore be depended upon as correct representatives of by far the large majority of the ryot's holdings. From these statements it will be seen that if prices continue to fall, the levy of the enhanced rates will be more and more impracticable every year, and will necessitate periodical remissions, large arrears, or abandonment of land by the impoverished ryots.

While these effects are due to the general enhancement of the rates, the other evil noticed before, the unsettlement of landed property and its virtual confiscation by reason of exceptionally heavy enhancement on individual holders, is not of a sort which will be understood by those who cannot see beneath the surface of things. But the mischief of the unsettlement will be none the less certain on that account. Those who have invested their capital in these holdings so assessed out of all proportion to the average enhancement of the taluka will be ruined, and others will be deterred from making advances to the ryots for improvements in the land. These periodical valuations and classifications undo all the moral effects of fixing the Government demand on land. In the words of Sir John Shore, "the practice of making frequent valuations of the land, and, where one estate has improved and another has declined, of appropriating the increased produce of the former to supply the deficiencies of the latter, is not taxation, but is a declaration that the property of the landholders is at the absolute disposal of Government," or, in other words, is confiscation. It might be said, and has been said, that the cases of such exceptional assessments are few, and that in these few cases the settlement officers simply restore a disturbed equilibrium. The information summarised before shows that these cases are not few, but form a considerable minority; and as regards the plea of restoring the equilibrium, it is one which in private transactions between individuals nobody will be allowed to urge for a moment, and is most scandalous coming from the mouth of those whose default created the mistake. Property is inequality, and after 30 years' guaranteed continuance it is too late to seek to restore an ideal equilibrium at the sacrifice of all vested interests.

From what has been said before, it will be abundantly clear (1) that the new enhancements are oppressive and unjust; (2), that the allegation of the rise in prices, which is the sole justification urged for such heavy increase, has been falsified by subsequent facts; (3), that even if the rise in prices be admitted to be a sufficient cause, the settlement officers can only by reason of it be justified in raising the rates so far as the rise was permanent and certain to continue, which could only be ascertained upon a survey of the whole 30 years' rates, and it in no way warrants them in selecting any portion of the 30 years which appears to them to be the most convenient standard; (4), that even when the average of the last 30 years' rates is taken as the standard, the rise in rates should represent only a fraction, and not the whole, of the rise in prices, so as to allow a margin for increased cost of husbandry; (5), it has been further shown that the new assessments absorb more than the whole margin of the small profits which were earned under the first settlement, and that they are not paid out of rent proper, but eat up the profits and encroach upon the wages. While these conclusions are arrived at from general reasonings, the experience of the last five years strongly confirms the same view, that the new assessments are oppressively heavy, and such that the ryots will not be able to pay from year to year during the next 30 years. For the first time in 20 years Government has been obliged to allow large arrears to remain unrecovered; for the first time in 20 years the ryots have been asking for remissions on a large scale. For the first time also many numbers have been abandoned in different parts of the country by reason

of poverty, and the ryots have left their native villages and absconded into foreign territory. For the first time many more numbers have been sold at nominal prices. Over and above these facts, which demonstrate that the average increase has been in general more heavy than what the ryots can well bear, there is the cry coming from all quarters that individual villages, and individual numbers in all villages, have been exceptionally assessed, the enhancements ranging from 200 to 600 per cent., and chiefly on inferior lands. The ruin of property, and the total loss of confidence which this measure of confiscation has effected, are equally disastrous in the interests of Government and the people.—*Extract from the Report of the Sub-Committee of the Poona Sarvajanik Sabha, Chapter III., 1873.*

STATEMENT of CULTIVATED AREA and ASSESSMENT in the Revised Talukas of the POONA and SHOLAPUR COLLECTORATES.

Collectorate.	Taluka.	Year of Revision.	Cultivated Area.			Assessment.				
			First Year of Settlement.	Last Year of Settlement.	By revised Survey.	First Year of Settlement.	Average Collections of 1st Decade.	Last Year of Settlement.	Revised Demand as first sanctioned.	Revised Demand as reduced in 1875.
Poona	Indapur -	1867	ACRES. 199,000	ACRES. 238,135	ACRES. 270,076	RS. 72,791	RS. 65,220	RS. 81,184	RS. 1,25,845	RS. 1,13,142
	Bhimthari -	1871	123,000	190,410	212,703	53,067	48,407	81,475	1,33,131	1,11,468
	Haveli -	1872	124,500	127,610	146,745	74,500	69,744	80,475	1,33,174	1,13,439
	Pábal -	—	142,000	161,240	181,643	81,213	79,000	92,359	1,39,315	1,27,354
	Súpé -	—	115,000	147,244	159,227	44,000	48,856	59,926	78,788	—
Sholapur	Madha -	1871	223,835	266,932	305,192	81,386	90,647	1,00,580	1,74,448	1,42,208
	Sholapur -	—	314,000	381,882	413,572	1,31,000	1,34,168	1,74,101	3,07,972	2,65,434
	Pandharpur -	1872	71,500	84,273	90,798	31,500	32,500	36,048	63,441	53,171
	Bársi -	—	198,000	248,465	278,509	1,06,884	1,03,736	1,24,658	2,02,452	1,77,000
	Karmála -	—	198,400	271,194	299,242	84,000	78,488	1,10,824	1,46,890	—

The figures in cols. 5 and 6 are taken from the Resolution of Government No. 5,739, dated 29th October 1874; those in cols. 4, 7, and 8 from the Revision Reports; those in cols. 9, 10, and 11 from the several Government Resolutions.

TABLE of RATES and PERCENTAGES of ASSESSMENT in POONA and SHOLAPUR.

Collectorate.	Taluka.	Rates of Assessment per Acre.				Percentages of Enhancement.			
		First Year of Settlement (old area).	Last Year of Settlement (old area).	Revised Assessment reduced (new area).	Revised Assessment now reduced (new area).	As proposed.		As reduced.	
						On average Collections of 1st Decade.	On Collections of last Year of Settlement.	On average Collections of 1st Decade.	On Collections of last Year of Settlement.
Poona	Indapur -	RS. A. P. 0 5 10	RS. A. P. 0 5 5	RS. A. P. 0 7 5	RS. A. P. 0 6 8	PER CENT. 93	PER CENT. 55	PER CENT. 73	PER CENT. 39
	Bhimthari -	0 6 11	0 6 10	0 10 0	0 8 4	207	63	157	37
	Haveli -	0 9 6	0 10 1	0 14 6	0 12 4	91	65	63	44
	Pábal -	0 9 1	0 9 1	0 12 3	0 11 5	76	51	61	38
	Súpé -	0 6 1	0 6 6	0 7 11	0 7 11	60	36	60	36
Sholapur	Madha -	0 5 9	0 6 0	0 9 1	0 7 5	92	74	57	41
	Sholapur -	0 6 8	0 7 3	0 11 10	0 10 3	129	77	98	41
	Pandharpur -	0 5 7	0 6 10	0 11 2	0 9 4	95	76	63	48
	Bársi -	0 8 7	0 8 0	0 11 7	0 10 2	95	62	70	42
	Karmála -	0 6 9	0 6 6	0 7 10	0 7 10	87	32	87	32

STATEMENT showing the AREA of WASTE at various Periods during the Settlement.

Collectorate.	Taluka.	Culturable Area by First Survey.	Area of Waste.								
			In First Year.		End of 1st Decade.		End of 2nd Decade.		End of Settlement.		
Poona	{	Indapur -	ACRES. 238,135	ACRES. 39,000	Per cent. 16	ACRES. 24,550	Per cent. 10	ACRES. 1,300	Per cent. 5	ACRES. 930	Per cent. 4
		Bhimthari (48 villages) -	166,502	43,000	26	74,000	44	2,000	1.2	—	—
		Haveli -	127,610	16,000	13	10,000	8	1,900	1.5	634	.5
		Pábal -	161,240	35,000	22	25,000	15	5,000	3.1	508	.3
		Súpe -	147,244	26,000	18	16,000	11	1,000	.7	1,800	1.2
Sholapur	{	Madha -	266,932	43,000	16	40,000	15	18,000	6.7	170	.06.
		Sholapur (20 villages) -	345,131	28,000	8	35,000	10	9,000	2.6	—	—
		Pandharpur -	84,273	13,000	15	2,000	2	2,000	2.0	—	—
		Bársi -	248,465	50,000	20	30,000	12	30,000	1.2	170	.06
		Karmála -	271,194	72,800	27	61,000	22	758	.3	464	.17
			2,056,726	365,800	18	317,550	15	43,958	2	4,676	.2

TABLE illustrating the enhancement of Assessment imposed on Villages in Taluka Bhimthari. (Every fifth entry from the list of Villages.)

•Taluka and Village.	Old Assessment.	New Assessment.	Old Average Rate.	New Average Rate.	Cultivated Area.	
					Old.	New.
<i>Bhimthari Taluka.</i>	RS.	RS.	RS. A. P.	RS. A. P.	ACRES.	ACRES.
Mirwari - - -	820	1,680	0 6 9	0 13 8	1,951	1,963
Bori Aindi - - -	1,375	2,318	0 7 5	0 10 0	2,953	3,721
Wálki - - -	1,545	2,699	0 10 4	1 0 1	2,398	2,526
Panaoli - - -	342	453	0 5 11	0 6 4	913	1,150
5 Khutbar - - -	867	884	0 6 2	0 6 0	2,246	2,368
Bori Pardhi - - -	1,051	1,869	0 7 1	0 11 3	2,371	2,665
Roti - - -	490	658	0 5 5	0 6 2	1,440	1,702
Hingun Gadi - - -	693	1,041	0 3 10	0 4 4	2,899	3,379
Sirsuphal - - -	2,665	4,372	0 3 7	0 4 7	11,999	15,190
10 Pedgaon - - -	1,180	2,138	0 7 9	0 13 8	2,440	2,509
Wedgao Darakar - - -	628	1,031	0 9 10	1 0 2	1,024	1,019
Ambi Khurd - - -	476	601	0 4 9	0 5 7	1,595	1,734
Chopdaj - - -	865	1,231	0 6 4	0 7 10	2,191	2,503
Wálki - - -	669	744	0 6 5	0 6 7	1,668	1,806
15 Murum - - -	2,130	2,911	0 7 9	0 9 5	4,395	4,963
Sonaoli - - -	969	1,458	0 5 6	0 7 11	2,824	2,948
Jalgaon - - -	1,770	2,625	0 7 2	0 10 3	3,941	4,089

TABLE illustrating the enhancement of Assessment imposed on Villages in Talukas Indapur, Sirur, and Haveli. (Every 10th entry.)

Taluka and Village.	Old Assessment.	New Assessment.	Old Average Rate.	New Average Rate.	Cultivated Area.	
					Old.	New.
<i>Indapur Taluka.</i>	R.S.	R.S.	RS. A. P.	RS. A. P.	ACRES.	ACRES.
Indapur - - -	4,981	8,226	0 5 0	0 6 9	16,028	19,464
Bhaudgaon - - -	1,242	1,854	0 6 11	0 9 11	2,888	2,999
Shetphal - - -	1,394	2,102	0 6 4	0 9 4	3,510	3,607
Bhandi - - -	469	780	0 5 10	0 8 8	1,286	1,445
Sugaon - - -	533	979	0 6 7	0 10 11	1,288	1,434
Akola - - -	1,173	1,751	0 5 3	0 6 11	1,636	2,214
Loni - - -	1,261	1,860	0 6 3	0 8 8	3,249	3,429
Udhat - - -	685	898	0 7 11	0 10 0	1,390	1,438
<i>Sirur Taluka.</i>						
Kanhur - - -	4,177	7,401	0 7 0	0 14 4	7,790	8,279
Shikrapur - - -	4,162	5,687	0 6 0	1 0 9	5,333	5,445
Shintakrar - - -	203	373	0 11 0	0 15 4	272	390
<i>Haveli Taluka.</i>						
Ghorpari - - -	890	1,891	1 2 8	2 4 11	764	819
Wadgao Sheri - - -	475	931	0 7 5	0 12 3	1,027	1,213
Pashan - - -	1,558	2,454	0 10 9	1 0 7	2,314	2,364
Nandosi - - -	680	1,037	0 11 3	0 15 7	969	1,064
Phursaugi - - -	3,153	5,239	0 14 0	1 6 0	3,613	3,817
Mulkhed - - -	669	1,098	0 14 6	1 5 7	640	814
Kolewadi - - -	1,912	3,696	0 9 10	1 0 2	3,123	3,652
Pimpri - - -	1,689	2,718	0 9 6	0 15 1	2,834	2,887

TABLE exhibiting extreme cases of enhancement of Assessment on Villages in the Poona Collectorate.

Taluka.	Village.	Old Assessment.	New Assessment.	Old Average Rate.		New Average Rate.		Cultivated Area.	
								Old.	New.
		RS.	RS.	RS.	A.	P.	RS. A. P.	ACRES.	ACRES.
Bhimthari	Kasurdi -	1,283	2,326	0	8	9	0 14 8	2,343	2,543
	Kedgaon -	2,241	3,820	0	7	8	0 12 8	4,672	4,828
	Pargaon -	4,086	7,962	0	9	1	0 15 4	7,214	7,637
	Naugaon -	2,776	4,892	0	10	6	1 2 1	4,222	4,319
	Khopodi -	489	960	0	9	0	1 1 7	873	875
	Dapodi -	1,510	3,026	0	9	4	1 2 1	2,588	2,666
Indapur	Patus -	2,527	3,591	0	7	6	0 11 6	5,391	5,004
	Banda -	6,787	10,528	0	6	3	0 9 1	17,348	18,482
	Warkuta -	1,194	2,289	0	4	5	0 7 5	4,322	4,955
Sirur	Ajoti -	559	1,163	0	6	3	0 11 11	1,438	1,562
	Talagaon -	11,631	19,184	0	11	2	1 1 0	16,691	18,030
	Pimpli -	662	1,006	0	10	3	0 14 8	1,037	1,099
Haveli	Kotasirur -	2,440	4,742	0	4	0	0 6 11	9,610	10,905
	Bhamburde -	1,094	2,459	0	10	9	1 8 3	1,633	1,618
	Hadapsar -	3,288	5,599	0	14	4	1 7 9	3,676	3,773
	Nandira -	1,041	1,706	1	2	2	1 14 3	915	900
	Balawadi -	633	1,129	0	12	11	1 6 3	784	812
	Naugaon -	1,693	3,227	0	8	2	1 13 5	3,330	3,849
	Kolewadi -	1,912	3,696	0	9	10	1 0 2	3,123	3,652

II.—THE SYSTEM OF REVISION OF ASSESSMENT.

Extract from the Joint Report on the system of Revenue Survey and Assessment, 1847.

39. The object sought to be attained by our system of classification is the determination of the relative values of the fields into which the land is divided during the process of measurement. The circumstances affecting the values of fields within the limits of the same village, where the climate may be considered uniform, are their natural productive capabilities, their position with respect to the village as affording facilities or otherwise for agricultural operations, and, in the case of garden and rice lands, the supply of water for irrigation. In estimating the relative values of fields the whole of these might be considered together, and the resulting estimate of their capabilities recorded by the assessor; or the latter might record his estimate of each particular by itself. The former system, by requiring a judgment to be given on a consideration of so many distinct and varying particulars, is evidently dependent for the accuracy of its results on the ability, experience, and integrity of the assessor, and to secure anything approaching to uniformity would require a very high standard of qualifications in the agency employed.

40. Such an agency, however, is unobtainable; for it is not possible to collect men of sufficient ability and experience, and even if it were we could not depend on their integrity; so that it becomes a matter of necessity to frame a system of operations sufficiently clear and definite to admit of men being trained for the duty, and to enable us to keep up an effective check upon their proceedings. To accomplish this object, we have been led to separate and define, as far as possible, the various elements which combine to make up the value of a field, and from these to frame such a system of classification as will leave little to the uncontrolled judgment of the classer. With this view we have found it desirable to estimate separately the intrinsic capabilities of the soil, all extrinsic circumstances affecting its value, and the facilities it may possess for irrigation.

41. With respect to the first of these points in the plan of operations we have to recommend, we have retained the practice of referring every variety of soil to one of nine classes, which experience has proved to afford a sufficiently minute classification for all practical purposes. But, in preference to trusting entirely to the judgment of the classer for determining to what class any particular soil should be referred, we have framed a set of Rules for the purpose of determining the soils which should fall into each class. The fertility of a soil in this country, or at least in all parts of it to which our operations have

yet extended, being chiefly dependent on its power of imbibing and retaining moisture, and as this quality is mainly affected by depth, we have chosen the latter peculiarity as the principal regulating influence in the formation of our scale of values.

42. There are numerous varieties of soil known amongst cultivators by peculiar characteristics and distinguishing names ; but as many of these differ little, if at all, in fertility, and our classification has reference to the latter consideration alone, it would be out of place to notice in it anything beyond the mere question of value. If all soils of the same depth were of uniform fertility the depth alone would suffice to determine their class, but this is not the case. There are pure soils, that is to say, of uniform texture, and free from any admixture of deteriorating ingredients, which, although of one uniform depth, yet vary in fertility. Such soils are not numerous, however, and we deem it sufficient for the purpose of valuation to range them all under three orders, which again are distributed among the nine classes of our scale, on a consideration of their depth, as will be readily understood from the following table :—

Class.	Relative Value of Class in Annas or 16ths of a Rupee.	Soils of the		
		1st Order.	2nd Order.	3rd Order.
		Of a fine uniform Texture, varying in Colour from deep Black to dark Brown.	Of uniform but coarser Texture than the preceding, and lighter also in Colour, which is generally Red.	Of coarse, gravelly or loose friable Texture, and Colour varying from Light Brown to Grey.
		Depth in Cubits.	Depth in Cubits.	Depth in Cubits.
1	16	1 3/4	—	—
2	14	1 1/2	1 3/4	—
3	12	1 1/4	1 1/2	—
4	10	1	1 1/4	—
5	8	3/4	1	—
6	6	1/2	3/4	1
7	4 1/2	1/4	1/2	3/4
8	3	—	1/4	1/2
9	2	—	—	1/4

43. The first column of this table contains the nine classes of our scale ; the second, the relative values of these, estimating the highest at 16 annas, or 1 rupee, which is the mode of valuation most familiar to natives. We have found by experience that a greater depth than 1 3/4 cubits, or about 3 feet, does not affect to an appreciable extent the fertility of soils, and we have therefore adopted this as the maximum in the case of the 1st and 2nd orders. Soils of the 3rd order are rarely found of a greater depth than 1 cubit, which we have made the maximum, as any occasional depth beyond this adds nothing to their value.

44. The depths entered in the table determine the classes to which the several orders of soils belong, wherever they are found free from an admixture of particular substances, or unattended by other circumstances which diminish their fertility. These deteriorating influences, when of sufficient importance to require a soil to be entered in a lower class than indicated by its depth, we denominate faults. Those of ordinary occurrence we propose to distinguish by the following conventional marks as a short and convenient method of recording them in the classer's field-book :—

- ∴ Denotes a mixture of minute fragments or nodules of limestone.
- ∨ „ a mixture of sand.
- / „ sloping surface.
- × „ want of cohesion amongst the constituent particles of the soil.
- ^ „ a peculiar mixture more or less impervious to water.
- ~ „ liability to be swept over by running water.
- „ „ an excess of moisture from surface springs.

45. These comprise all the important faults we have hitherto met with, and one such lowers the soil in which it is found a single class ; two lower it to two classes ; three, three classes ; and so on, as will be shown in a subsequent example.

46. Extrinsic circumstances affecting the value of a field but not its fertility, as distance from drinking water, &c. should be noted by the classer in his field book.

47. For the purpose of effecting the classification of a field, the classer, with the aid of the village map, enters an outline of its shape in his field book, which he divides by intersecting lines into a number of equal compartments, sufficiently numerous to give a

fair average valuation of the soil by an examination of its depth and quality in each compartment. These particulars, and the class into which the soil falls, are noted within each compartment of the classer's sketch of the field, as shown in the following example :—

EAST.

7 $\frac{3}{4}$...	4 $1\frac{3}{4}$.	$1\frac{3}{4}$ $1\frac{3}{4}$.	1 $1\frac{3}{4}$.	2 $1\frac{3}{4}$.
6 1 ...	5 1 ..	4 $1\frac{1}{2}$..	3 $1\frac{1}{2}$..	3 $1\frac{3}{4}$.

The figure in the left-hand lower corner of each square indicates the depth of soil, and the number of dots under it the order of soils to which it belongs, one dot signifying the 1st, two the 2nd, and three the 3rd order. The conventional marks in the right upper corner show the faults, each of which degrades the soil one class; from the order of soil, the depth, and the faults is determined the class of relative value to which the compartment belongs, as indicated by the figure in the left-hand upper corner. To take the instance of the lower compartment on the right of the field, the depth is entered at $1\frac{3}{4}$ cubits, and the soil is of the first order, as shown by the single dot immediately below. This order and depth indicate the 1st class of relative value, according to the table; but the presence of two faults (a mixture of sand and a sloping surface), indicated by the signs $\vee/$, requires the soil to be entered in the 3rd class, as denoted by the figure 3 in the upper left-hand corner of the compartment. It will also be seen from the example that a particular fault is occasionally entered twice in the same compartment, which means that it exists in so great a degree as to require the value to be lowered two classes in consequence.

48. When the classification of every compartment is completed, the classer enters in his field-book, below the sketch, an abstract, giving the number of compartments or shares of each class, together with their aggregate value in annas, according to the table; and the sum of these annas, divided by the total number of shares, gives of course the average relative value of the field in the annas of our scale. This abstract for the field, given in the above example, would be entered as follows :—

Class.	Number of Compartments or Shares.				Value of Shares in Annas of the scale.	
1	-	-	1	-	-	16
2	-	-	1	-	-	14
3	-	-	3	-	-	36
4	-	-	2	-	-	20
5	-	-	1	-	-	8
6	-	-	1	-	-	6
7	-	-	1	-	-	$4\frac{1}{2}$
			10			$104\frac{1}{2}$
						<u>10.5 average value.</u>

The average value of the field in this case is thus shown to be 10 annas and 5 pies of the classification scale.

49. The system we have thus endeavoured to describe possesses the following important advantages: it obliges the classer to give his minute attention to every portion of the field, and by requiring a separate estimate of the value of each, his judgment is brought to bear on a very limited number of particulars, and the chance of error thereby greatly reduced. The distinct record of the valuation of each share further admits of the operation being tested in its minutest details, so that any error of judgment, or carelessness on the part of the classer, in the valuation of any one share

in a field subjected to re-examination, may at once be discovered and brought home to him, even if it should not affect the accuracy of his average valuation of the whole. The determinate character of the rules of this system, and the facility afforded for the application of a minute and searching test, must greatly conduce to the promotion of uniformity in the work of different classers, a consideration of immense importance where a trustworthy and experienced agency is not to be obtained.

50. The system we have described is confined to the ascertainment of the intrinsic capabilities of the soil, without reference to external influences affecting its productive powers, such as climate, or water for irrigation.—*Extract from the Joint Report.*

Section 30 of the Bombay Survey and Settlement Act, No. I. of 1865.

It shall be lawful for the Governor in Council to direct at any time a fresh survey or classification of soils or revision of assessment, or all or any of these combined, but the assessment so revised shall not take effect till the expiration of the period of previous guarantee given, as provided in Section 28. Such revised assessment shall be fixed, not with reference to improvements made by the owners or occupants from private capital and resources during the currency of settlement under this Act, but with reference to general considerations of the value of land, whether as to soil or situation, prices of produce, or facilities of communication.

Extract from the Report on the Revision of Assessment in Taluka, Indapur, Poona Collectorate, January 1867.

120. I was hopeful at first that Messrs. Goldsmid and Wingate's classification, which was a new measure and carried out regularly throughout the whole district, would serve as the basis of the new assessment. A careful examination, however, of the work has elicited considerable discrepancies in valuation. These discrepancies are attributable in many cases to the difference in area between the measurement of fields as now made and as originally recorded, adverted to in a previous paragraph. To remedy this defect I tried the plan of re-classifying all fields where the difference in area between the two surveys exceeded a given percentage. But it was found that this plan would not ensure a complete correction of the errors ascribable to this cause, and moreover it involved the rather difficult operation of adjusting the present valuation to the former standard adopted by Messrs. Goldsmid and Wingate.

121. What is here stated will perhaps be better understood if we take as an example the case of a field of which the area has been found on re-survey to be 40 instead of 30 acres, as per former survey. We may suppose the increase to be the result of a change of boundaries. It follows, therefore, that there are 10 acres of which no valuation was made in the former classification, but which have now to be classified, as forming an integral part of the field. Now, if these 10 acres are poor soil and the rest of the field middling good, the former valuation would be incorrect, as we put a fixed average rate on each field based on an estimate of all the different varieties of soil it contains. Suppose, for instance, that the average rate of the 30 acres is 8 annas worked out by 15 shares of 2 acres each, and that 2 annas per acre is the value of the 10 additional acres. Now to arrive at an average value of the whole field, we require to add the corresponding number of shares which these 10 acres represent, which is five, to the aggregate value of the former shares. The following will be the result thus worked out:—

15 shares at an average of 8 annas = 120				
Add—				
5	do.	at	do.	2 do. 10
				20)130
				6.5

122. If, therefore, the former rate of 8 annas per acre were applied to the 40 acres, which is the assessable area of the field according to the re-survey, it would be over-assessed to the extent of $1\frac{1}{2}$ annas per acre, which would be equal to an addition of Rs. 3-12-0 to the assessment of the whole field. Greater discrepancies than this might occur, for I have taken the case of an 8-anna field, whereas a 12-anna one might be subject to the same error in valuation from difference in area. The above, however, shows sufficiently the importance of having the classification based upon all the varieties of soil comprised within a field.

123. But, besides this, Indapur is the first district in which a regular classification of soils was attempted by the Survey Department ; and the plan of operations, as may be readily supposed, was rough at first starting. We have been unable to make out, with the accuracy desirable in such matters, the precise standard of valuation adopted. It seems to have been different in the Kallas (where operations were commenced) to that of the Indapur division, subsequently classified. There would have been difficulty, therefore, attended with the risk of inequality of assessment, if we had kept the old classification and endeavoured to adjust our valuation of fields re-classified to the same standard.

124. All things considered, it has seemed to me to be safer and more expedient in several respects to make an entirely new classification of the district, based upon the improved system of operations which, with the experience of the past thirty years, has been introduced into the Survey Department since Indapur was first classified.

125. The work has been carefully tested by an assistant, and both the Superintendent, Major Waddington, and myself have subsequently personally examined it in several villages.

126. Having explained the preliminary measures of the revision operations, I shall next proceed to show how I propose to fix the new rates, their amount, and their effect upon the revenue of the district.

127. The revision of the first of a series of revenue settlements dating back thirty years from the present time must naturally include not merely an adjustment of rates, but a consideration of the general principles upon which they were fixed. Our plan of settlement operations, though rough originally—and, it may be said, perhaps, experimental only in Indapur—has now been fully established ; and experience, whilst giving confidence gained from successful results, has enlightened us on many points which seemed to the first projectors of the measure to be beset with difficulties. But, apart from this, the principles to be made specially applicable to the revision operations now yearly to be carried out throughout the Presidency have to be defined.

128. In the first place I think it should be understood that at a revision settlement a new grouping of villages should be made, should circumstances seem to call for such a measure ; and the cases will be rare, I think, where the circumstances of the district have not undergone such marked changes during the currency of the 30 years' lease as have materially altered the condition and rateable position of particular villages.

129. The chief points for consideration in the re-grouping of villages will be—the state of present communications as compared with those existing at the time of the original settlement, and the establishment of new markets, or the decline of those which were the principal ones when the first grouping took place. Many changes will be required on these accounts. The railway in some districts has not only opened out new communications, but been the means of establishing new markets ; and on the other hand it has changed first-class markets into second-rate ones, as with Panwell and Bhewndy, in the Tanna districts, by the diversion of the traffic and trade to which they were indebted for their prosperity as market towns.

130. No change will probably be required on account of climatic influences, though this point should be fully considered on re-assessing a district, for in the earlier fixed settlements attention was not directed to this important subject to the extent it has been latterly, and to the extent, too, that is essentially necessary for an equitable distribution of rates of assessment.

131. This re-grouping should, in my opinion, be carried out generally according to the rules prescribed under this head in the following paragraph of the Joint Report :—

“ In determining, then, upon the extent of the country to be assessed at uniform rates, we are of opinion that the more permanent distinctions of climate, markets, and husbandry should receive our chief attention. We should not think of imposing different rates of assessment on a tract of country similarly situated in respect to these three points, in consequence of the actual condition of the cultivators varying in different parts of it. Were we to do so, we should depart from the principle laid down by the Honourable Court of Directors of assessing land according to its capabilities, and adopt the objectionable one of doing so with reference to the means of the person holding it. The effect of such a system, by creating different rates of profits upon capital employed in agriculture, would interfere with its natural and most advantageous distribution, by diverting it from land actually in cultivation to the lowly-assessed waste of these villages, of which the cultivators happen to be poor. By enabling the latter to meet the Government demand without the application of the same degree of capital and skill required in the case of better cultivated villages, it would foster in the former a slovenly and unremunerative mode of husbandry. By taking into account an element so uncertain and liable to change

as the condition of the cultivators in particular villages, the assessment would become less and less suitable with every improvement in their condition. On the other hand, by basing the assessment on considerations of a durable character, we have the promise of its remaining suitable for a lengthened period, and at the expiration of the term for which it is confirmed require no further alteration than a simple increase or decrease of its amount as the exigencies of the country and Government might demand."

132. But in applying these general principles I am of opinion that we should make some special reduction to meet the circumstances of the case, when inquiry shows that a village in a certain group has not prospered to the same extent as adjoining villages of the same group, though enjoying like advantages from the *ad interim* improvements made during the lease. This should not be done, however, until a searching inquiry has been made, and it has been clearly ascertained that the original classification is correct, and upon the standard adopted in the adjoining villages.

133. If the depressed state of the village is due to the ryots being bad cultivators, and not so careful of their resources as their neighbours, no reduction should be made, but if it should appear that some natural causes have operated in bringing about the result, such, for instance, as occasional flooding from the inundation of a river, I think it would be impolitic to ignore the result of 30 years' experience, and keep such a village in the class to which it would belong by the application of the rule for the sake of preserving a general uniformity of rating.

134. In the Deccan districts cases of the kind will be rare probably, but in the Concan there will, I think, be occasion for the exercise of the exceptional treatment here advocated.

135. Great care will be required of the revising officer in respect to the treatment of improvements made with the cultivator's capital. The survey rules preclude the levy of any extra assessment during the currency of a settlement lease on account of the enhanced value of land resulting from such improvements, and the same ruling has been embodied in the part of the Survey Act relating to revision operations, the following being the provision inserted in the concluding part of section 30 :—"Such revised assessment shall be fixed, not with reference to improvements made by the owners or occupants from private capital and resources during the currency of any settlement under this Act, but with reference to general consideration of the value of land, whether as to soil or situation, prices of produce, or facilities of communication."

136. There may perhaps be some difficulty in determining precisely the kind of improvement which is to be exempted from assessment at the revision. There are some improvements which obviously come under the rule; the construction of a new well, and the conversion thereby of dry-crop into garden land, and, in the same way, the repair of an old one during the currency of the settlement. These are both cases to which the rule is clearly applicable.

137. The planting of trees, which in some districts would give an increased value to land, is another proper exemption from enhanced assessment; and, except in cases where rules have been made specially providing for the re-survey of rice lands at the expiration of the lease, or where rice land is held under special conditions, I should consider that new rice land, made out of Jerayet or dry-crop cultivation land at the ryots' expense, is not assessable otherwise than at Jerayet rates, provided the land was so assessed under the original settlement.

141. The foregoing suggestions appear to me to embrace the main principles by which our revision operations should be guided, and I shall now endeavour to show how they should be combined in the revision of the Indapur rates with the other circumstances affecting the question.

142. I shall take up the general question of communications first. A marked change in this respect has taken place during the 30 years. When the settlement was introduced there was not a mile of made road in the district. The first great improvement was in the construction of the present Imperial line of road from Poona to Sholapur, which runs through the centre of the district, passing by the town of Indapur. From its construction till the opening of the railway (to be alluded to in the sequel) this road has been an immense advantage to the district, and is so still indeed, though its importance has been materially diminished by the latter more civilised means of communication.

143. The road has served not merely as the means of bringing Poona, which is the great grain market of this part of the Deccan, and to which all the other markets are more or less subsidiary, within easy means of transport for grain, but it has brought great part of the villages of the district in direct communication with their own great local market. It has also been the means of establishing a regular cart traffic between

Poona and Sholapur, which has enabled the ryots to take advantage of any rise in either of these markets when their own has been glutted or unduly depressed.

144. The opening, however, of the railway line from Poona to Sholapur in 1863 has had a great effect, not merely on the Poona road, but upon markets and prices also. The railway, as was to be expected, has driven the cartman off the road and monopolised his perquisites, and so long as its rates are fairly regulated with reference to the value of produce, as well as its transport cost by road, the company will remain the great market carriers of the produce of this district.

145. The diminution of traffic upon this line of road has considerably affected the importance of Indapur as a market town generally. Situated midway between Sholapur and Poona, dealers exporting produce to either station would naturally try the half-way market. Many a maund of grain and many a cartload of merchandise intended for one or other of the above markets has been disposed of in transit at Indapur, and the return carts laden with some articles of produce which would command a better price in the respective markets. The general business of the place has certainly suffered from the causes here alluded to, though as a local market it is still almost as important as ever, commanding the produce of the district generally. I should consider, therefore, that, as regards our new rates, the market may be said to be as important as it was 30 years since, though it has somewhat declined since the railway was opened.

146. A great revolution has taken place in the price of grain during the currency of the lease. We learn from the reports of the survey officers that jowaree, the staple product of the district, was selling at 66 seers the rupee in the year in which their rates were introduced; the average price of the five years preceding is said to have been 53 seers per rupee. The following table exhibits the average yearly price in the Indapur market during the currency of the lease:—

Year.	Jowaree, No. of Seers per Rupee.	Bajree, No. of Seers per Rupee.	Year.	Jowaree, No. of Seers per Rupee.	Bajree, No. of Seers per Rupee.	Year.	Jowaree, No. of Seers per Rupee.	Bajree, No. of Seers per Rupee.
1836-37 - -	43	34	1846-47 - -	15	13	1856-57 - -	32	28
1837-38 - -	36	44	1847-48 - -	48	32	1857-58 - -	39	37
1838-39 - -	67	30	1848-49 - -	72	56	1858-59 - -	32	28
1839-40 - -	44	30	1849-50 - -	72	56½	1859-60 - -	39	31
1840-41 - -	64	44	1850-51 - -	38	34	1860-61 - -	33	23
1841-42 - -	56	40	1851-52 - -	40	32	1861-62 - -	27	19
1842-43 - -	68	42	1852-53 - -	56	40	1862-63 - -	16	16
1843-44 - -	72	44	1853-54 - -	56	36	1863-64 - -	13	12
1844-45 - -	60	36	1854-55 - -	29	26	1864-65 - -	16	14
1845-46 - -	36	25	1855-56 - -	32	29	1865-66 - -	18	15
10 years' average -	56½	37	10 years' average -	45¾	35½	10 years' average -	26½	22

147. During the first 10 years of the lease but little change took place. Prices ranged from 72 seers in 1843-44 to 36 in 1845-46, whilst the average for this decennial period is 56½. The first year in the next decennial series was a most unfavourable season, and grain rose to the rate of 15 seers the rupee. It speedily fell again, and had gone down to 72 in 1849 and 1850. A steady increase set in from this date, and it was selling at 32 in 1855-56. The average for this period is 45¾.

148. Beginning with 32 seers in the last decennial period of the lease, but little fluctuation occurred during the earlier years, and down to so late as 1861-62 27 seers was the ruling rate. The general rise of prices which has spread throughout the Presidency dates from this period. Its effect was felt here, 16 seers being the rate in 1862-63, and there has been but little change since. The average price for this period is 26½ seers.

149. We must consider present prices to be exceptional; to be the effect, in fact, of that commercial prosperity which has resulted from the American war. The export of cotton from that country being suspended by the war, India was called upon to furnish the supply required for the English market, and she set herself vigorously to the cultivation of that product. Indapur is naturally not a cotton-growing district, but reports of large profits realized from its cultivation having reached the ryots, they naturally turned their attention to its growth; and from returns obtained from the Mamlutdar, I find the large area of 30,049 acres is under cotton cultivation this year.

A considerable area has thus been diverted from the growth of grain during the last few years. With a diminished supply there has been increased consumption, consequent on the spread of that wealth which has been poured into the country by the large profits realized from cotton. These causes operating together have been mainly instrumental in bringing about the present high prices, which therefore I think it safe to consider exceptional.

150. To sum up the results of the changes affecting the new rates which have taken place during the lease, grain has risen from 66 to 55 seers the rupee; or, taking the average of the last 10 years, the rise will be from 66 to 26, which is equivalent to above 150 per cent. It is difficult to put a special value upon the increased facilities of transport resulting from the *ad interim* improvements. There is no doubt they have aided materially in bringing about the rise in the price of grain, and may therefore be included generally under the advantages which are ascribable to that measure.

151. The climate of Indapur has unfortunately, however, prevented the cultivators from realizing that material wealth which is indicated by the immense rise in price of grain referred to above. The rainfall is most precarious. For two and three consecutive years together it is either insufficient, or the falls so untimely and at such long intervals apart, that no crop is brought to maturity. Such has been the case with part of the Kallas division. A good average crop every other year is too liberal an allowance as an average of the general run of seasons. From the Jamabandi reports it would appear that the cultivators get a good crop about once in three years; that of the other two, one is a year of almost complete failure, and one of middling crops only.

152. It is only within the last few years that pluviometers for gauging the rainfall have been introduced into inland districts. I have been able to get but five years' returns for Indapur, which give the following result :—

	In.	cts.
Year of 1861–62, total fall gauged - - -	2	50
„ 1862–63, no return - - -	0	0
„ 1863–64, total fall gauged - - -	3	18
„ 1864–65 „ - - -	11	40
„ 1865–66 „ - - -	6	95
„ 1866–67 „ - - -	5	24
	29	27
Average fall for the five years - - -	5	85

This speaks volumes regarding the climate; for what can be said of a district which has an average rainfall of somewhat less than 6 inches per annum?

153. But it will be said that the climate is no worse now than it was 30 years ago, and consequently that this point does not affect the question of what the present rates should be. I admit this, but at the same time think it is necessary for me to explain to how great an extent its uncertainty has affected the condition of the people by operating against the benefits which would otherwise have accrued to them from the rise in prices. The problem, then, which we have to solve is this: when, or at what period during the currency of the lease, had the cultivators acquired *that amount of capital* which is essentially necessary for the proper cultivation of the land and their own well-being, and what was the price of grain at that time?

154. I think it has been fully established in the review of the settlement that at the end of the first decennial period the cultivators were not in a position to pay a higher assessment had a revision taken place at that time. The average price of grain for the 10 years is 56 seers per rupee; consequently we may conclude that the assessment was not light when gauged by the prices of that period.

155. In our remarks upon Mr. Green's review, which took place six years after, in 1852–53, we have come to the conclusion that though a decided improvement in the condition of the people was noticeable at that period, no considerable accumulation of capital had taken place. The turning point had been passed, and the steady rise in prices which set in from that date soon made a marked change in the state of the district. The revenue was being regularly paid without remissions, and, as indifferent seasons occurred at that time, its payment shows that the cultivators had some funds to fall back upon, and were not entirely dependent on the crop of the year.

156. I think, therefore, we may fairly assume that towards the latter end of the second decennial period the cultivators had acquired *that amount of capital* and *that well-to-do position* which we would assign to them as the measure of profit to be left after payment

of the Government assessment. I am consequently of opinion that we may take the average price of grain during the latter half of the second decennial series as the index by which we may estimate from prices what our present assessment ought to be. In other words, the percentage increase which has taken place during the last 10 years will represent generally the percentage addition to the present assessment which may now be made.

157. Applying this rule to the case, I find the average price of grain for the two periods indicated stood as follows, viz. :—

Average for the last five years of the second decennial series, viz.,	
from 1851-52 (dating from the period of Mr. Green's review) to	
1855-56	42
Ditto for the 10 years from 1855-56 to 1865-66	26
	—
	16
	—

We may assume approximately, therefore, that between 50 and 60 per cent. is the addition (considered solely with reference to the price of grain) which may now be made to the present assessment.

158. I find that a maximum rate of one rupee per acre, with a reduction of 2 annas for some villages and a special increase of 2 annas for Indapur itself (details to be explained in the sequel), will give about the required amount of assessment. Twelve annas is the maximum on which the present assessment is based. An increase to a rupee is equivalent to an addition of 33 per cent. only. But it has been shown that according to the new survey a considerable extent of land has hitherto been held in excess of the assessed area. The assessment now placed upon this, and the assessment resulting from the adoption of a comparatively higher standard of valuation for the best soils, form a special fund of increase to our new settlement. And these sources, swelling the general amount, raise the percentage increase higher than is indicated by the difference between a 12 anna and a rupee maximum rate; that is to say, by the application of the latter rate to new measurements and new classification, the assessment will be raised to 53 instead of 33 per cent., which is the actual difference between the two given rates.

159. I have satisfied myself by inquiries, as well as by returns of the state of the crops, that the rainfall is not equable throughout. It is evidently somewhat larger and more certain in the south-east corner of the taluka, extending beyond Indapur, and embracing the country along the banks of the Bheema, than in the western part of the district, extending from beyond Kallas, to the Baramuttee villages. The three last seasons furnish striking examples of this. Round about Indapur, and in the tract of country first indicated, the rainfall, though small, has been timely and sufficient to ensure an average good crop, whilst for the same period there has been almost an entire failure in the villages round about Kallas.

160. It has been suggested to me that the more certain rainfall in the part of the district referred to is ascribable to its position with reference to the Mhadeo Hills in the Sattara Collectorate. The rain-clouds, gathering round their summit in the monsoon, pass off into the plain in a south-westerly direction, which brings them over this corner of the Indapur district; whilst, on the other hand, the Kallas part of it lies too far west to come within the bearing of the south-west wind blowing over these hills. This doubtless is one of the reasons to which this change may be ascribed, but the whole valley bordering on the Bheema river seems to get more late as well as more early rain than the villages near Kallas alluded to above. I may not have indicated the real cause of this difference in the rainfall, but that a difference does exist is beyond doubt, and I consider that it forms good grounds for fixing a lower rate for this part of the district.

161. There are 13 villages thus circumstanced for which I propose a maximum rate of 14 annas only, whilst for the rest of the district my rate is a rupee. Owing, however, to the advantage which the cultivators of Indapur derive from their own market town, I propose an addition of 2 annas to the rate of that village, which consequently will be Rs. 1-2-0.

162. But besides the regular Jerayet or dry crop cultivation for which the above-mentioned rates have been fixed, there is a small extent of land immediately on the banks of the Bheema river which is annually flooded by the flushes of the river during monsoon season. This flooding has a very fertilizing effect, and moreover renders the cultivation of this tract certain and independent of the regular rainfall. Hitherto in the Deccan districts we have made the rates of this land 4 annas in the rupee, or 25 per cent. higher than the Jerayet rate of the village. Experience has satisfied me that this

is relatively a much lower rate than it should bear. I propose, therefore, to make an addition of 50 per cent. to my Jerayet rate in the present case; that is to say, to make Rs. 1-8-0 the maximum for this flooded land. Even this is below the mark; but I think it politic to let the cultivators have this land at favourable rates, for it forms a small reserve which helps to feed their resources when the crops upon the ordinary Jerayet land fail.

163. I am unable to show the exact amount of the new assessment according to my proposed rates, as owing to the classification of the district having only just been completed, there has not been time to calculate the assessment for each village in the regular way. But the following statement, compiled from the detailed returns, gives an abstract of the approximate result which has been worked out from the rough classification papers :—

	Cultivated Land.	Waste Land.	Total.
Assessment according to proposed rates - - -	124,506	194	124,700
Do. present do. - - -	*81,184	207	81,391
	43,322	13	43,309

* The collection last year amounted to Rs. 83,502, but this includes Rs. 2,318 realised from sundry sources, independent of the irregular assessment, and our comparative statement is confined to the latter account.

According to this statement the new rates will make an addition of 57 per cent. to the present assessment of the district. But with this addition the average rate upon the whole culturable area will still be only 7 annas 8 pies per acre.

160. The rate of increase varies considerably in individual villages. In one case it amounts to 150, in several it is about 100, and in some it is only 17 and 18 per cent. Amongst the rupee class villages it ranges generally from 50 to 100 per cent. The village of Nimbgaum Ketgi, near Indapur, shows one of the smallest increases. This is owing to its having a considerable extent of well-garden land, bearing a special rate for which there is no corresponding entry in the new assessment, as no special rate (as will be shown presently) will be placed upon wells in future.

* * * * *

165. In the 14-anna rate villages the increase varies generally from 25 to 50 per cent. There are one or two places where it is less, and one or two cases where it is more, than the above-mentioned rate. This variation in undivided villages is attributable to the difference between the new and the former survey, and the difference also between the two standards of classification. There can be no doubt of the fairness of charging for land when proved by actual survey to be either in excess of former recorded area, or to have been undervalued originally.

166. With regard to the recent classification, I should here explain that great care has been taken to keep down the valuation of the lower orders of soil. A lower scale of values has been adopted specially for them, and this will have the effect of making them lower upon the rupee than under the former 11-anna scale. During the course of my inquiries about the present rates on different soils, I was frequently asked what I intended doing with the poor burruuds; for although the cultivators about Indapur seem to be prepared to expect a general increase of about 50 per cent., the prevailing opinion appeared to be that none of this increase should fall upon the poor soils, and such will be the effect of our recent classification operations.

167. There has for some time been a general impression abroad that our survey rates in many of the early settled districts have been pitched proportionately higher on the poor than on the good soils; and experience has led me to think that there are grounds for supposing this to have been the case to some extent. I have borne this in mind in revising the rates of the district, and am satisfied that no complaints of the kind will be tenable against the classification operations as carried out in Indapur.

Extract from Sir G. Wingate's Note on the Revision of Assessment in the Indapur Taluka, 1867. •

3. The review of the benefits resulting from the new settlement, contained in the 77th and following paragraphs up to the 107th paragraph of the report, is cautious and discriminative, and calculated to give confidence in the perfect safety of the proposals

for an increase of the assessment, which Colonel Francis proceeds to found upon a consideration of these benefits. It would, however, have added to the interest of his report, and to our confidence in his conclusions, had the statistical information regarding the present condition of the district been more ample. It would be interesting, for instance, to know what proportion of the population is dependent upon agriculture, and what upon trade and manufactures; what is the average size of the holdings of the cultivators; what are their modes of husbandry, and is the land generally well cultivated; what proportion of the land nominally in cultivation is kept untilled for the purpose of affording grazing for the cattle, though subject to the full assessment; what are the ordinary corn and money rents received by the non-cultivating occupiers from their sub-tenants; how does the ryot dispose of his produce; does he sell it chiefly at the local or distant markets, or is it handed over to the village banker in satisfaction of previous advances; what are the castes and religions of the people, and what the numbers of each denomination; what is the state of education, and the number and castes of the scholars; what is the state of crime and civil litigation in the district; what is the condition of the cross roads of the district, and are they generally available for cart traffic, or otherwise. A statistical report for each district brought under re-settlement comprising these and any other interesting items* of information, accompanied with a map indicating the positions and grouping of the general villages of the district for purposes of re-assessment, and showing the course of the nearest great highways and railways, would be an invaluable aid in forming a judgment as to the proper rates of assessment, and form a most important record by which the future progress of the district could be correctly estimated. The information required might be obtained from the Revenue, Judicial, and Educational Departments when not capable of collection by the survey establishments, and for this the assembly of the various survey and other departments at Poona during the monsoon months affords facilities which did not exist when the head quarters of the Survey Departments were scattered over the country.

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10. Colonel Francis explains in the 141st and following paragraphs of his report his recommendations for the revision of the Indapur rates of assessment, which he chiefly, and very properly in my opinion, bases upon the alterations that have taken place in the prices of agricultural produce during the last 30 years. He gives a table of these prices in the 146th paragraph of his report, which he divides into three equal decennial periods, showing the average price of jowaree, the staple product of the district, to have been $56\frac{1}{2}$ seers per rupee for the first, $45\frac{3}{4}$ for the second, and $26\frac{1}{2}$ for the third, and he concludes that the assessment at the close of the first decennial period was not light when gauged by the prices of that period, and that the cultivators were not in a position to pay a higher assessment. He infers, therefore, that it was not till "towards the end of" the second decennial period the cultivators had acquired *that amount of capital and that well-to-do position* which we would assign to them as the increase of profit to be "left after payment of the Government assessment." And he concludes that this average of 42 seers per rupee should be taken as the index or starting-point for estimating the increase which may be made to the present assessment in consequence of the further rise of prices which took place in the last 10 years of the settlement, and which he shows in the 156th paragraph to have been between 50 and 60 per cent., for which he proposes to provide by fixing the future maximum rate at 1 rupee per acre, which will raise by 53 per cent. the present assessment of the district. The increase here proposed seems to me to represent very accurately what is due to the altered circumstances of the district, without taking into account the extraordinary rise in prices during the last five years, due to the American war, and which Colonel Francis, in the 149th paragraph, himself considers to be exceptional. But, while agreeing in the accuracy of his general conclusion, I am unable to assent to the theoretical reasoning by which he supports it, for this requires us to admit that the rates of assessment during the first period of 10 years were too high, which is contradicted by the marked extension of cultivation and amelioration in the condition of the cultivator which took place during that period. There can be no doubt whatever that during that period the district made considerable progress, but as prices did not rise there was nothing to call for an increase of assessment, though there was sufficient improvement in the condition of the district to show that the original survey assessment had not been pitched too high. During the

* Amended returns exhibiting the information here alluded to are being prepared. See Survey Commissioner's letter No. 828, dated 7th October 1867, containing explanation on this point, and also regarding the causes of their not having been submitted with original report.

latter half of the second decennial period, and during the whole of the third, the wealth of the cultivators increased of course more and more rapidly under the influence of the ever rising prices, and this affords valid reasons for increasing the rates of assessment. The true inference appears to be that the original rates were suitable, and we should regard the prices of the time when they were settled as the index or point of départure by which to regulate the increase to be now made, instead of the latter years of the 2nd period, as assumed in the argument of Colonel Francis. If the table of prices be attentively examined without reference to equal decennial periods, it will be found capable of subdivision into three well-marked periods. The first is a period of low stationary prices without any more marked oscillations than may be fairly ascribable to seasons of comparative abundance or scarcity. This period embraces the 14 years from 1836-37 to 1849-50, when the average price of jowaree was 54 seers per rupee, or almost the same that was obtained at the introduction of the settlement, the average price for the five years preceding that event having been $53\frac{1}{2}$ seers. The second period is of 11 years, from 1850-51 to 1860-61, and is one of advancing prices, due probably to the increasing wealth of India arising from the introduction of English capital for the construction of the railways and for suppression of the mutinies, as well as from improvements effected in the internal communications of the country. The average price of jowaree during the whole 11 years of this period was 39 seers, and for the last five years of it 35 seers per rupee. The 3rd period extends over the last five years of Colonel Francis' table, from 1861-62 to 1865-66, during which prices received another extraordinary advance, due to the increased demand for cotton, arising out of the circumstances connected with the American war. The average price of jowaree for these five years was 18 seers per rupee.

11. The last period is of so entirely exceptional a character, and the prices then obtaining are so clearly due to temporary causes, that it would be most unsafe to take them into account in the formation of a basis for a revision of the rates of assessment intended to last for another term of 30 years. The price of cotton, upon which the prices of jowaree and other agricultural products in a great degree depend, has already fallen considerably since Colonel Francis' report was written, and is likely to fall much further. This has already affected the exchanges, and will materially diminish the amount of bullion to be received by India in the present year. This effect, it may be anticipated, will be experienced to a greater extent in future years until prices recover their normal condition, which it would not, I think, be safe to estimate at a higher figure than those obtained during the last five years of the second of the above periods, when jowaree was sold at 35 seers per rupee.

12. The average price of the preceding period being 54 seers, the former indicates a rise of price equivalent to 54 per cent., which is the amount of increase upon the present rates of assessment that may fairly be imposed on taking into account the rise that has taken place in prices since the former settlement was made. This is as nearly as possible the amount of increase which the rates proposed by Colonel Francis will effect, as he states in his 158th paragraph that the increase will be 53 per cent. If there were a prospect amounting to anything like a certainty of the high prices of the American war period continuing, then a very much greater increase than this would be justifiable. The prices of the last five years are 200 per cent. above those that obtained when the original rates of assessment for Indapur were introduced, so that these might be trebled without danger to the prosperity of the district if the American war prices were to continue through the next 30 years; but, as I have said, we have no warrant for concluding that this will be the case, or that prices will certainly range above those immediately preceding the outbreak of the war. It may be that the developing trade and improving condition of the communications of the country will cause prices to rise still further; but, on the other hand, we have to take into account the lowering influence of the heavy tribute India will have to pay to England for the future in the shape of Home Government charges, and interest of capital provided for her railways and other public works. A very large export trade will be necessary to provide this, and if at any time the demand for Indian commodities should fall off to an extent that would make it needful to transmit bullion to England to meet these charges, prices in India would rapidly fall. Prices in India may then be said to be dependent on the capability of its export trade to pay for, not its imports alone, but also the home charges and the interest of borrowed capital, in addition to the annual supply of the precious metals consumed by India in manufactures and coinage. This is a critical state of affairs, and is likely to render prices of agricultural produce unstable. It would not, then, be safe to adopt a high standard of prices in revising the survey settlements, and would be every way better to make the new settlements as liberal as the exigencies of the State will permit.

Colonel Francis' proposals fully meet these conditions, and though it might be urged that they are needlessly liberal—as, independently of the American war, prices would have gone on advancing—still we cannot be certain of this, and an error on the side of liberality is a safe one, as it must be promotive of the prosperity of the district.

Extract from Letter of the Revenue Commissioner, S.D., submitting the Revision Report to Government, dated May 1867.

19. According to the statement embodied in paragraph 163, the amount of the proposed re-assessment exceeds the present assessment by Rs. 43,309, an addition of 57 per cent. on the present assessment of the taluka. Still with this addition the average rate upon the whole culturable area will be only 7 annas 6 pies per acre.

20. This is moderate enough, it must be allowed, at an average rate, but I do not consider it the least too low for Indapur. With reference to existing prices, and probability, if not certainty, of their continuing as high as they are now for years, improved communications, new markets, and such like considerations, if the Indapur Taluka had an average rainfall which could be depended upon, be it more or be it less, the proposed rates might be pronounced too low for a 30 years' settlement; but it must not be overlooked, when considering the question of rates, that Indapur is one of the most unfavourably circumstanced of any of the talukas in the Deccan or Southern Maratha Country as regards its rainfall. In some parts of the taluka rain appears never to fall seasonably, and it is generally, when seasonable, scanty and precarious. Year after year lands are left unsown for want of moisture, and those that are sown produce next to nothing; failures of crops, more or less general and extensive, appear to be the rule, and a good, or even a fair, average harvest the exception.

21. Taking the above *facts* into consideration, and weighing them against the other considerations, the balance is, I submit, greatly in favour of very low rates of assessment. I might go further and say the lowest that can be fixed without unnecessarily sacrificing revenue—if it is intended that the revenue should be realised according to the assessment—as far as I am in a position to judge. I have no hesitation in offering it as my opinion that higher rates could not safely be proposed, and I would therefore respectfully recommend that Lieutenant-Colonel Francis' proposals be sanctioned.

Extract from Resolution of Government on the Revision of Indapur, No. 1211, dated 27th March 1868.

13. The very elaborate details by which Colonel Francis has supported his propositions for the revision of the rates leave no doubt but that he has exercised a very wise discretion in not increasing the assessment further, as he might have done had he been guided solely by the recent prices of produce.

14. An increase of upwards of 50 per cent. is not slight, but it is fully justified by the difference in the circumstances of the district, the increased facilities of communication, and the rise in prices, even taking the average prices much lower than those ruling in the last five years.

15. The Governor in Council therefore confirms the proposed rates for 30 years, and approves, subject to the above remarks, all Colonel Francis' proposals now submitted in these reports.

Extract from the Report on the Revision of Assessment of the Bhimthari Taluka, dated 12th July 1871.

11. Lieutenant Nash, writing in 1838-39, thus describes the condition of the people:—"I am at a loss to convey the idea of poverty and ruin which I have perceived during my few months' residence here. The effects of pillage, plague, and famine are visible in the falling out of cultivation of more than half the pergunna, in the ruin of the villages, in the accumulation of balances, and in the constant necessity for remissions." The almost total absence of remission for the last 16 years (one year being excepted, regarding which I shall remark presently), the fact of there being no outstanding balances, that there is scarcely an acre of land that has not been taken up, the saleable value of land—all these form a contrast so striking to the picture drawn by Lieutenant Nash that it is difficult to realise

Lieutenant Nash's description of the district.

that such a state of affairs actually did exist! By reference, however, to the diagram we shall see that the change has been brought about by degrees, though as far as can be judged by the increase in cultivation and return of revenue, the culminating point of prosperity was almost reached as far back as 1860-61, when the collections were Rs. 74,084, there being a remission of Rs. 1 only.

Extract from the Letter of the Survey and Settlement Commissioner submitting the Revision Report of Bhimthari, dated 28th November 1871.

20. Turning now to the diagram, I find that in the first year of the settlement the cultivated area was, in round numbers, 123,000 acres, the waste 43,000, or about $\frac{1}{4}$ th. The assessment was Rs. 53,007, of which Rs. 1,596 were remitted, and Rs. 51,471 collected. No great change took place for the next three years; but in the two following years, 1844-45 and 1845-46, heavy remissions were allowed, being no less than Rs. 22,935 in 1844-45, and Rs. 31,345 in 1845-46, the collections in the latter year being only Rs. 17,724. During the remaining four years of the first decade, the collections were steady at about Rs. 50,000, and the remissions small; the average collections during the first ten years were Rs. 43,407. 1st decade of settlement.

21. The second decade commenced with a year marked by the large remission of Rs. 18,632, or 29 per cent. of the revenue; the same year in Indapur the remissions were only $3\frac{1}{2}$ per cent. From this time things began to mend, and cultivation and revenue continued steadily to rise from 96,000 in 1850-51 to 164,000 acres in 1859-60 and a revenue of Rs. 73,650, the remissions having averaged during the last six years only Rs. 16! The average collections were Rs. 57,850, or an increase of 33 per cent. on those of the first ten years. 2nd decade.

22. For the last ten years almost the whole of the cultivable land has been taken up, and there may be said to have been no remissions, except in one year, 1866-67, when the large sum of Rs. 20,728 appears to have been foregone. The remarks of the Survey Commissioner on the Revenue Returns of Indapur apply so exactly to the corresponding year's returns in this district (with the exception of the year 1850-51), that they might have been intended for them, and had the settlement of the villages on which I am now reporting fallen in at the same time as that of Indapur, I might have shown that out of a revenue of Rs. 7,46,659 only Rs. 43 had not been collected. The average collections for these ten years were Rs. 72,588, or an increase of 25 per cent. on those of the 2nd decade, and of 67 per cent. on those of the 1st decade. 3rd decade.

23. With regard to the remissions in 1866-67, I cannot think that such general remissions should be given under any circumstances short of an actual famine, but, at the most, that the collection of the revenue should be deferred. Unlike the remissions granted in 1844-45 and 1845-46, which were attended by a heavy fall in the cultivation (caused, as explained by Colonel Francis in paragraph 70 of his Indapur Report by the ryots having taken up more land than they could cultivate, being succeeded by a bad season), those granted in 1866-67 had been preceded by twelve years in which scarcely a rupee of the revenue had remained uncollected (although many of them had been bad years), and no lands were thrown up, as happened in the former case. Under the circumstances, I consider that so large a remission was unnecessary; and the fact of its having been allowed should not unduly influence us in fixing the new rates of assessment. Remissions in 1866-67.

24. On making inquiry as to the prices of grain during the term of the present settlement, I found that no record of them is kept in the Mamlutdar's office. I have, however, had a careful inquiry made, and by the assistance of the village Wanees' accounts have compiled a statement showing the average prices of jowari and bajri at Yewat for the last 30 years. I at the same time obtained a similar return for the City of Poona, and on comparing the statements (which were prepared quite independently) I find that they agree in a manner that convinces me of their general accuracy and reliability as a guide in forming an opinion on the subject of the new rates. It is, however, most desirable that regular returns of the price of grain, &c. should be carefully kept in every District Officer's cutcherry, and the same published monthly in the "Government Gazette." Prices of grain.

25. You will see from Statement C that during the first four years of the present settlement prices varied from 64 to $47\frac{1}{2}$ seers per rupee of jowari, and 48 to $34\frac{1}{2}$ of bajri. In the year 1845 they rose to 25 and 23 seers respectively, and the next to $15\frac{1}{2}$ and 15. For the next three years they fell (in nearly the same proportion as in Indapur) to 64 and 52, and in 1850-51, the last year of the 1st decade, they rose to 36 and $37\frac{1}{2}$. The average rate during the ten years was $45\frac{1}{2}$ and $36\frac{1}{2}$ seers per rupee. 1st decade.

2nd decade. 26. In 1851-52 prices were still maintained, but fell again in the next two years (though not to the same extent as in 1849-50). They then rose to 26 and 21 seers in 1858-59, and in the two concluding years of this decade fell to 40 and 32½, and 36½ and 28 in 1860-61. The average rate was 36 and 29, or an increase of 26 and 29 per cent. respectively on that of the first decade.

3rd decade. 27. The last decade commenced with 30 and 23½ seers of jowari and bajri per rupee, but prices rapidly rose (as in other districts) during the next four years. During the closing five years of the lease, they fluctuated in the alternate years, though never falling below 32½ and 29½ in 1868-69, and closed at 18 and 15. The average rates for this period, jowari 19½, bajri 15 seers. This shows an increase of 133 and 143 per cent. on the prices of the 1st decade, and of 85 and 93 per cent. on those of the 2nd decade.

28. Government, in their Resolution No. 2757, of 9th June last, on the introduction of rates into the Mareh Taluka, consider that the average to be deduced from the prices of the five years from 1856-57 to 1860-61 is perhaps the fairest criterion that can be adopted for the determination of the average standard of prices which is likely to be maintained in future. Since, however, during this period the effect of the extension of the railway through the district had not been developed, the knowledge of which is so essential to guide us in forming an opinion as to probable prices in the future, I would, with all deference, suggest that the average of the ten years from 1856-57 to 1860-61 and from 1866-67 to 1870-71 should be adopted as the standard by which to determine the question under consideration. This average is 26 seers of jowari and 20 of bajri. The average rates of the 15 years from 1841-42 to 1855-56 were—jowari 44, and bajri 34½ seers per rupee. The 10 years' average, then, is higher than that of the 15 years by 68 and 72 per cent.

Villages east
of Patus.

29. From the remarks contained in my 2nd paragraph, it will be seen that the villages to the east of Patus (beyond being nearer to Poona) resemble those of Indapur, and are similarly circumstanced. The present rates of the Kurkumb villages (chiefly on account of their nearer proximity to Poona) were fixed at 10 per cent. in excess of those of Indapur. Inasmuch, then, as both districts have benefited about equally (those under report, if anything, rather more) with regard to means of communication, a similar increase to that which was sanctioned in Indapur will be suitable for these villages. That increase was between 50 and 60 per cent., and a maximum rate of Rs. 1-4-0 for 16 villages, and of Rs. 1-2-0 for 9 others, will give the required result.

Villages
west of
Patus.

30. But with regard to the remaining villages I consider that a larger increase is requisite, partly on account of the undoubted advantage in point of climate which they enjoy, and partly on account of their proximity to Poona. At the last settlement the rates in Pimpalgaon were fixed at 33 per cent. higher than in Indapur; but I do not consider that this fairly represents the difference between the circumstances of a district like Indapur, the nearest point of which is 70 miles from Poona, whilst the more distant villages are over 100 miles away, with a scanty and precarious rainfall, and one the most distant villages of which are not more than 40 miles from that great market, and the nearest less than 20, and in which the rainfall is generally sufficient to ensure a fair crop. I consider that an increase of 50 per cent. on the maximum Indapur rates in villages from 40 to 25 miles from Poona, and of 75 per cent. on those within that distance, to be a suitable rate. This will give a maximum of Rs. 1-8-0 on 22 villages, and of Rs. 1-12-0 on the remaining 7.

31. There are in all 54 villages, which, as above described, I propose to divide into four classes:—

Class I.,	7 villages	-	-	-	Rs. 1 12 0
" II.,	22 "	-	-	-	" 1 8 0
" III.,	16 "	-	-	-	" 1 4 0
" IV.,	9 "	-	-	-	" 1 2 0
54					

Effect of
proposed
rates.

32. The accompanying map will show the grouping of these villages, and the distribution of the proposed rates. You will see from the following statement the effect of these rates as compared with present payments in the 48 villages to which the diagram relates. The effect of the survey rates on the remaining villages will be seen from the contrasted statement appended to this Report:—

STATEMENT showing the effect of the proposed rates contrasted with the last year's payments in 48 villages of the Bhimthari Taluka.

				Cultivated Land.		Waste Land.		Total.	
				Acres.	Assess-ment.	Acres.	Assess-ment.	Acres.	Assess-ment.
Assessment according to proposed rates				186,776	Rs. 1,28,971	2,019	Rs. 871	188,795	Rs. 1,29,842
Ditto present rates				164,618	74,222	1,884	*644	166,502	74,866
Increase				22,158	54,749	135	227	22,293	54,976

-* This does not include the amount realised on account of kooruns which are sold yearly by auction.

STATEMENT showing the Average Prices of Jowari and Bajri in Poona (City) and Yewat, from 1841-42 to 1870-71.

Years.	Yewat.		Poona.		Years.	Yewat.		Poona.		Years.	Yewat.		Poona.	
	Jowari.	Bajri.	Jowari.	Bajri.		Jowari.	Bajri.	Jowari.	Bajri.		Jowari.	Bajri.	Jowari.	Bajri.
1841-42	47½	36	30	24	1851-52	36	25½	33	25	1861-62	30	23½	26	19
1842-43	55	34½	32	28	1852-53	37	29	37	29	1862-63	21	18	20	15
1843-44	64	48	30	30	1853-54	57	44½	42	36	1863-64	15½	10	11	9
1844-45	50	38	27	23	1854-55	27½	23	25	22	1864-65	11	10½	12	10
1845-46	25	23	21	18	1855-56	40	31	28	25	1865-66	16	12	13	11
1846-47	15½	15	16	14	1856-57	26	24	25	21	1866-67	22	19½	18	16
1847-48	37	30	31	27	1857-58	33	26	26	23	1867-68	14	12	13	11
1848-49	63½	52½	55	41	1858-59	26	21	27	23	1868-69	32½	19½	23	16
1849-50	64	52	47	37	1859-60	40	32½	34	25	1869-70	15	13½	16	13
1850-51	36	37½	30	25	1860-61	36½	28	26	21	1870-71	18	15	17	14
10 years' average }	45½	36½	32½	26½	10 years' average }	35½	28½	30	25	10 years' average }	19½	15	17	13½

22. In discussing the question as to what standard of prices should be taken as the basis of the new assessment, the superintendent refers to the remarks of Government upon the revision settlement of the Mareh Taluka, stating that he is of opinion that the average deduced from the prices of five years from 1856-57 to 1860-61, which Government consider should be adopted as the standard in the case of that district, is not applicable to Bhimthari, because "the effect of the extension of the railway through the district " had not been developed, the knowledge of which is so essential to guide us in forming " an opinion as to probable prices in future." He proposes, therefore, instead of the five years indicated, to take an average of 10 years, from 1856-57 to 1860-61, and from 1866-67 to 1870-71, as his standard of prices on which the new assessment should be leased. And he then shows, taking jowari at 26 and bajri at 20 seers the rupee, that this scale of prices gives an increase of 68 and 72 per cent. respectively on the average price of the first 15 years of the lease.

23. I agree with the Superintendent that we ought to consider the effect that the rail- way has had upon prices of late years, and I certainly think that he is quite safe in taking 26 for jowari and 20 seers for bajri as the standard for his assessment. It will probably be some years before we shall see bajri and jowari selling at these rates in a district extending to within 20 miles of Poona. The stocks of grain are everywhere low. The present has unfortunately been a bad season in many parts of the Deccan, and grain will have to be imported into some districts to furnish the ordinary food supply. A succession of several good seasons will be required to replace the stock ordinarily kept in the country ; and when we consider that the population is steadily increasing in the Deccan,—39 per cent. having been added to it in this district in 30 years—and that there can be no corresponding increase of produce by the spread of cultivation, as every acre of arable land has for some years been under tillage, we may safely calculate on the continuance of a high range of prices.

24. The amount of increase to be imposed is, after all, a matter to be regulated not by actual calculation of results only, but by considerations of State policy. Supposing, for instance, that our deductions from the data taken for estimating the range of future prices had shown an increase of 130 to 140 per cent. to be the difference resulting from this mode of calculation,—and such would be the case were the comparison made on the difference between the prices of the first and last decade to be taken,—I certainly should

not have thought of proposing an assessment equivalent to this scale of increase. It would be far too great a strain upon the resources of any of our districts to levy at once an increased demand of 130 per cent. upon the former revenue. There will be cases of individual villages in which the assessment may be raised to this extent, under the scale of rates that we propose to adopt, but this is the result of the low valuation adopted at the first settlement, and the increase is only what is required to place such villages on a par with the other villages of the district.

25. There are remarkable instances of this kind of inequality in the cases cited by the superintendent in paragraph 34.* In one village the assessment will be raised 120 per cent., and in another only 16. It so happened that I was out with the late Acting Superintendent (Mr. Grant) in the field when examining the classification of the village of Khutbhaweh, in which this 16 per cent. increase occurs, and I was forcibly struck with the comparatively high standard of rates adopted at the first settlement, which was from 30 to 40 per cent. in excess of that obtaining generally in the district. This great difference led to a reference to the former classification papers, and we there found a remark in English by Lieutenant Nash to the effect that the work was not correctly done, but that he thought it better to leave it, as the upsetting of it would tend to disturb confidence in the survey operations. The result is that for 30 years this village has been paying an assessment of above 30 per cent. in excess of the ordinary rate for similar soils in adjoining villages.

26. And this disparity of rating is not confined to villages, but will be found to extend to whole districts, owing to a want of uniformity of system in the original classification. I may mention here that the reason for the increase (78 per cent.) in the Madeh Taluka being greater than that adopted in Indapur (58 per cent.) is due entirely to the observance of a lower scale of valuation in the classification of the lands of the former district as compared with that followed in Indapur. This circumstance was not mentioned by the Acting Superintendent in his report, which is to be regretted, as it would have served to remove the misgivings felt by Government and the Revenue Commissioners as to the expediency of applying an increase to the district in question apparently so much in excess of the scale sanctioned for Indapur.

27. I may here explain that this disparity in the classification of different districts in the early settled collectorates is due chiefly to the plan then in force of entrusting both the measurement and classification to the same assistant, instead of having, as in the present organisation, a separate department for each branch of the survey operations, which ensures a general uniformity. Whatever increase is due to this irregularity forms a separate item of addition, as it were, being extra to the general scale of increase adopted for the district; and for the same reason, where over-valuation is met with, as in Khutbhaweh, the village or district, as it may be, must have the benefit of it in the general adjustment of rates at the revision settlement.

28. What I am anxious to explain by the foregoing remarks is, that instead of endeavouring to work out in each district the precise amount of increase which should be made in consideration of the rise in prices, it will, I think, be better, considering the difficulty of procuring accurate data of the kind, to take from 50 to 60 per cent. as the general scale of increase for the Deccan districts on this account, subject to such special increase or decrease as may be found necessary in consequence of a high or low scale of classification having been originally adopted. It must not be understood from this that I recommend the discontinuance of the plan of giving returns of prices and showing their effect, but that I advocate a limit of 50 to 60 per cent. as the extent to which we should be guided by considerations of the kind. If a rise to that extent has not taken place, a scale of increase below the limit would of course be imposed.

29. Irrigated cultivation under wells is to be left untaxed, the land being subject only to the payment of the highest Jerayet rate; but in cases of wells constructed or repaired during the currency of the lease, the ordinary Jerayet rate according to the quality of the soil, and not the maximum, as in the former case, will alone be imposed. This is in accordance with the principle approved of and sanctioned for the Mareh Taluka. The superintendent has been called upon to submit a return showing the area and assessment of well cultivation under the existing settlement, as also of the area found to be under this irrigation at the recent survey. This return will be forwarded hereafter.

Extract from Memorandum of Revenue Commissioner, S.D., on the Revision Report of Bhimthari, dated 3rd January 1872.

3. The views expressed in Colonel Francis' 24th paragraph the undersigned considers particularly deserving of attention. It would be a most unsafe doctrine to announce

and apply in practice that because the staple agricultural produce had increased by a certain percentage, the assessment would bear an increase by the same percentage. That an increase, if thereby rendered admissible, is desirable, is doubtless established, but the measure of increase should be regulated by a number of considerations to which the experienced Survey officers address themselves. At the same time Colonel Francis (paragraph 8) fully recognises the necessity of furnishing ample information regarding prices in districts under re-assessment, which is one of the most effectual guides, though not the only one, for testing the capacity of a district for taxation for land revenue. Government may therefore look to the subject always receiving the due attention enjoined by Government orders in the settlement proceedings in progress and shortly to be undertaken.

* * * * *

5. Adverting to paragraph 20 of Colonel Francis' memorandum, and paragraph 33 of the Report of the Superintendent, the undersigned cannot altogether endorse the reduction of percentage enhancement claimed on account of the 22,293 acres held in excess of recorded area. Confined to the question of survey nominal rates, the conclusion is, of course, correct, but in an extended view of the operation of the re-assessment on the whole area concerned, it would appear that the resources of the district in currency and capital receive no augmentation from the new cultivation being brought to account, and that, as regards this part of the question, the same resources only which were available to meet the 100 rupees per cent. of the 30th year of the guaranteed period will be available to meet the 173 per cent. of subsequent years. The general capital of the district may indeed have benefited by the proportion of under-assessment intermediately enjoyed, but this has been separately taken into consideration in the statistical records furnished. It should also be noted that a further enhancement of about 10 per cent. on the former assessment is derived from the local cess of 6.25 per centum and the proportionate percentage on the increment of taxation imposed. That proportionate percentage will add 4 per cent. to the figures already quoted.

6. The undersigned would also deprecate too wide an application of the results of purchases and mortgages of land adduced in Colonel Waddington's 12th paragraph. They afford a most gratifying evidence of the value acquired by land under survey tenure in a number of cases, and of the complete success of the measures of our Government in creating rights in land which are, in their extended influence, valuable to the State as well as to the individuals concerned; but it would be very unsafe to assume that land of all quality, and in every locality of the area under review, would command a sale-value of anything like 27 times the old assessment. The subject is one of great interest and importance, and will no doubt receive the attentive consideration of Revenue and Survey officers during the operation of the new leases. It appears probable that, in exceptionally favourable positions, where the profits are, from various causes, inordinately large, the enhancement of assessment will not very materially affect the profits on the transactions entered into under the former assessment, and it is possible that Colonel Francis' anticipations regarding the purchase-value of land in Indapur and Bhimthari may be fulfilled, but there is yet one contingency in connexion with the proposed re-assessment for which the peculiar climate of that part of the Deccan demands careful consideration.

7. The comparative statements furnished by the Survey officers show that at least during the later years of the period of 30 years' guarantee, notwithstanding the scarcity of the rainfall in Bhimthari, the district was so prosperous that hardly any remissions were required, except in the very bad season of 1866-67, when upwards of 25 per cent. of the revenue of the 48 villages included in the diagram and statements was remitted. Colonel Waddington raises doubts whether it would not have been better to allow the revenue to stand over as balance, to be recovered in the succeeding year. The undersigned had no personal connexion with the district at the time, but he shares the conviction expressed by the Collector of Poona, and "is not prepared to hold that there was "no necessity for the remissions of 1866-67, which were sanctioned by Government "after full consideration." The season was an extraordinarily unfavourable one, and the exceptional circumstances doubtless required exceptional treatment.

8. But it would be probably admitted, even by an officer who, seeing the very light incidence of the taxes generally, advocates an outstanding balance of one year being levied in the next, that this operation is, even with a very light assessment, only practicable when the next season shall be a good one, and that the measure of indenting on the harvest of next season would be one of very doubtful humanity and justice, after

the assessment, under which the district has advanced from the lowest state of poverty and agricultural depression to the solid prosperity established in these papers, has been raised about 75 per cent.

9. From the above remarks it will be perceived that the undersigned is by no means convinced the new assessment, giving an average of 11 annas per acre, can be regarded as a light one in the point of view from which Survey settlements have been hitherto regarded in Bombay. It is not intended to dispute the conclusion in paragraph 37 of Colonel Francis' memorandum, that the rates will generally, in a district so near the Poona market and the railways as Bhimthari, leave a liberal profit to the cultivators in ordinary years, or that there will be any want of keenness to obtain possession of land offering special advantages, but the undersigned thinks all the authorities concerned in advocating the new rates must be prepared to anticipate difficulty about collection in a season of failure, and to find the occupancy of the land not always the ample security it has proved of late years, under the low rates in force, for recovery of an instalment in arrears. These remarks in no way impugn the justness of the assessment. As will be seen from paragraph 20 of Colonel Waddington's report, even with the former low assessment, large remissions were necessitated in the first few years of the 30 years' period when the seasons were bad. The extreme severity of the drought in years of scanty rainfall will always necessitate concession of this kind in the Deccan in a really bad year, and the recent general prosperity of the district, though it may fully justify the enhancement of the assessment now proposed, should be forbearingly treated, and should be carefully protected against such a violent strain on its progressive vitality as the retention of a last year's balance of irrecoverable revenue on a large scale would assuredly impose.

10. There is no point of more essential importance in our revenue system, as established under the survey, than to withhold so severe a pressure as should compel even a small number of occupants to relinquish their holdings without other persons coming forward to pay more than the Government balance due. The readiness with which anything like default has been compensated by the biddings of outside purchasers of late years has been remarkable. If once the popular sentiment which has in this manner sprung up received a check by forced sales for arrears without purchasers, a reaction and depression would certainly follow, the mischievous effects of which it would be difficult to calculate. The Revenue Commissioner would therefore emphatically lay before Government his objection to the notion, which appears to be growing in favour of the Survey officers, that when a Deccan district has been re-assessed with considerable enhancement of rates, the revenue found irrecoverable in a year so bad as to necessitate remissions should be held as an outstanding balance to be recovered hereafter. He would strongly urge that, as sanctioned in Indapur in 1868-69, the remission should, at least until some experience has been gained of the effect of the revision, be absolute and final.

11. Passing to the 29th paragraph of Colonel Francis' report, the Revenue Commissioner finds great pleasure in inviting attention to the application in the villages under report of the rules for assessing only at the Jerayet rate, calculated according to the quality of the soil, the area under all wells which have been constructed or restored during the currency of the lease. If any new illustration were required of the enormous benefit to the Deccan villages derivable from the encouragement of sinking wells, it would be seen at every mile of the Revenue Commissioner's tour through the drought-stricken talukas of Ahmednagar during the past few weeks. It has often happened that the only vestige of crops over miles of good soil, ordinarily at this season covered with a fine growth of jowari, wheat, and gram, is derived from well cultivation, the remaining lands not being even sown. Where also a scanty growth is visible in better localities, the stunted stalk and withering ear are here and there, to a few acres in extent, turned into a growth which will enrich the Patel or fortunate cultivator who can command a few floodings of water from his well. Unfortunately in the Deccan the benefits of well cultivation will always be limited, because of the uncertainty of finding water, and because in years of deficient rainfall, when the well is often liable to partial failure, the irrigation so desperately needed can only be at that time imperfectly supplied; but still, as an inexpensive mode of securing to a certain extent the population and the cattle from starvation in a bad season, encouragement to well-sinking by the beneficent orders recently issued by Government in Resolution No. 4,050, dated 22nd August 1871, which appear to have been cordially carried out by Colonel Francis in the area under review, will be regarded with hopeful gratitude by the people.

Extract from Resolution of Government No. 385, dated 26th January 1872.

RESOLUTION.—These papers show that the revision of the assessment in the 54 villages* of the Bhimthari taluka of the Poona collectorate has been very

* Less one, named Dhond. carefully conducted, and the subject has been very fully discussed in the reports submitted to Government.

2. His Excellency in Council quite agrees in the views expressed in paragraphs 29, &c. of Colonel Francis' report relative to irrigated cultivation and to Pathusthal lands, but he cannot, without further consideration, sanction permanently the introduction of compulsory rates on lands irrigated by the Kassurdi tank. As an experiment, however, he is willing to sanction it for one year, when a full report should be made by Colonel Francis through the Revenue Commissioner, S.D. With this exception, Government are pleased to sanction the introduction of the rates proposed for the usual period of 30 years.

III.—THE PRESSURE OF THE REVISED ASSESSMENT.

Extracts from Letter of the Revenue Commissioner, S.D., No. 149, dated 14th January 1874, on the Revision of Karmala Taluka.

11. In connexion with this subject, the undersigned begs to invite attention to the following extracts from paragraphs 8 and 11 * of Mr. Bosanquet's accompanying report.

* Paragraph 8.—“It is only lately that I have become aware that, while the rates on the good soils were left very nearly as they were before, the rates on the very inferior soils were much enhanced.”

Paragraph 11.—“Persons who have spoken to me regarding the new rates in other talukas have said that no discontent would have arisen had the rates been raised proportionately all round, instead of having been left nearly the same on superior land, and raised so heavily on inferior land.”

12. The Revenue Commissioner is aware that the theory of the Survey Department is the very reverse of the above, and the Revenue Commissioner has prominently recognized (paragraph 4 of Memorandum 9, dated 3rd January 1872, transmitting the Revision Report of 53 villages in Bhimthari) with concurrence, the desirableness at revision of raising the assessment of the best-class land in a higher proportion than that of the lower classes, which has been the expressed object of the Survey Officers. But it is difficult to avoid giving some degree of credence to the general opinion of practical cultivators opposed to that of the official theory, which now finds expression in the opinion of the Collector of Sholapur.

13. It is quite comprehensible that, owing to errors in the previous classification of the Talukas of Mareh, Sholapur, Pandharpur, and Barsi in Sholapur, and of Bhimthari in Poona, which did not exist in Karmala, the proportions of enhancement which would arrive by the increase of maximum are more rarely exceeded in Karmala than in the other districts mentioned; but the Revenue Commissioner believes, from recent personal inspection, that there have been a great many cases of over-assessment in fields in the Barsi Taluka, and from general information that there are many similar instances in the other talukas above named. It should, however, be clearly understood that the enhancements in the cases referred to, as having been necessary in Sholapur and certain adjoining villages, in paragraph 19 of Colonel Francis' Report No. 436, dated 30th March 1872, are recognized as quite exceptional, and not liable to the general criticism now submitted for consideration of higher authority.

* * * * *

23. The question to be solved is, apparently, this:—why, when the survey designed to increase the rate on superior soils and lower it on the lowest, the collector, his assistants, and the ryots of Sholapur say that the rates have been left nearly the same on superior land, and largely raised on inferior lands. The question is certainly not soluble without a careful examination of the new system of classification and its practical application to a number of fields compared with the old classification, which has been superseded, and its application to the same fields. The solution which is suggested in the absence of a single opportunity as yet obtained for the comparison is that there has been an increase in the highest class, and that there may have been, though this is very problematical, a decrease in the lowest, which corresponds with the theory, and that the application of the revised classification at too high a rate on the former unculturable, and

on the lands generally lower than the highest to which the former unculturable is often attached, has unduly raised the medium and lower lands, and brought about the abnormal state of things, which in the opinion of the Revenue Commissioner demands further inquiry.

29. It is represented that in many instances the old defect of the survey settlements has not been remedied by lowering the classification of the worst soils, though the classification of the superior soils has been raised, and that in fact the assessment of the land formerly classed as "krab" or unculturable, added to the enhancement of the rates on soils not of the lowest, but also not of the highest, and which may be conveniently called the middling class, has had the effect of raising the rates of the middling and bad soils in a greater proportion than the best soils, and that the assessment is in many cases oppressive, and such as cannot be paid on the average of good and bad years without undue pressure.

30. Complaints of this kind have been for some time pressed on the notice of the Revenue Commissioner, and he has lately, in a tour through the revised district of Barsi, come upon several instances of assessment which appear to support the complaints. The Revenue Commissioner is aware how difficult it is to test complaints of this kind, and he would not venture to give them his official support in a representation to Government without first conferring with the Commissioner of Survey and Settlement, were it not that in order to do this effectively the fullest technical information needs to be held available; the Revenue Commissioner therefore begs that the question may as yet be regarded as under consideration, and solicits attention to the application in his 24th paragraph regarding details of assessment, including classification.

Extract from Resolution of Government No. 707, dated 7th February 1874, on the Revision of Karmala Taluka.

9. Mr. Havelock has, in reviewing the proposals in respect to Karmala, taken the opportunity of stating at great length, and with much moderation and care, the grave doubts he entertains regarding the suitability of the rates, especially on the poor soils, which have been imposed in the other talukas of the Sholapur and Poona collectorates lately brought under revision. He states his participation in the general belief that whereas the valuation on the better soils has been left very much as it was, that on the poorer has been unduly and disproportionately enhanced.

10. His Excellency the Governor in Council has not failed to be much struck with the marked difference between the results of the last revision proposals and those that were first sent in. The Karmala and Supa revised assessment gave an average increase of 38 and 42 per cent. respectively, while the prior ones of Mareh and Sholapur resulted in an increase of 77 per cent. The Commissioner of Survey, Colonel Francis, attributes the comparatively small amount of increase observable in the proposals now submitted to the fact of a higher and more correct system of classification having been adopted at the first settlement of the Supa and Karmala villages than was observed when the survey operations were first commenced. If this is the correct explanation, it is somewhat remarkable that so sudden and marked an improvement should have characterised the work of the early survey officers within a period of two years from the commencement of the operations.

11. If, on the other hand, the true explanation is, as Mr. Havelock implies, to be found in the valuation scale having been lowered, in order to comply with the policy of moderation recently inculcated by Government, then it becomes a serious question how the rates in the other and earlier revised talukas can best be assimilated and equalised. That this is the case is clearly contradicted by Colonel Francis in the 24th paragraph of his forwarding memorandum, in which also he promises to prove his assertion in a report about to be submitted with regard to the Mareh settlement, but as an officer occupying the responsible position of a Revenue Commissioner is fully entitled to have his apprehensions in a matter of such importance set at rest, Mr. Havelock is at liberty to call for such information and to take such steps as he may deem necessary to obtain the particulars referred to in paragraph 24 of his Report. It will probably be the best and most convenient plan if he can arrange to meet the Survey Commissioner, and personally satisfy himself as to the principles on which the classification has been arrived at. A copy of the Revenue Commissioner's report should in the meanwhile be forwarded to Colonel Francis for any remarks he may have to make on this particular point.

Extract from Letter No. 444, dated 20th March 1874, from the Survey and Settlement Commissioner, N.D., to the Revenue Commissioner, S.D.

2. The first regular classification scale, adopted by the survey officers, and which was in use in the Sholapur districts, comprised nine separate classes, ranged under three main heads or orders, known as Black, Red, and Barad. Each of these orders had its own three separate classes, called 1st, 2nd, and 3rd; and in making the classification all soils were recorded under these several heads of 1st, 2nd, or 3rd, Black, Red, or Barad, as the case might be. But this arrangement by colours was not adhered to in practice; for if a soil was considered to be more or less valuable than the class to which it would naturally belong according to its colour, it was raised or degraded by putting it into the next higher or lower class, irrespective of colour; and hence it will be found that soils recorded as red are black in colour, and *vice versa*. The colour arrangement, in fact, was made subordinate to a classification by values.

3. The following is the scale of values of what is known in the survey papers as the Indapur classification scale, shown in juxtaposition with the joint-report scale:—

Distinguishing terms.	Value in Annas.		Value upon a rupee maximum.		Joint-Report Scale.		—	
					Class.	Value in Annas.		
	1		2		3	4		
1st Black - -	AS.	P.	RS.	A.	P.	1st	AS.	} <i>Vide paragraph 10.</i>
2nd do. - -	12	0	1	0	0	2nd	16	
1st Red - -	9	8	0	12	10	3rd	14	
3rd Black - -	8	0	0	10	8	4th	12	
2nd Red - -	6	9	0	9	0	5th	10	
1st Barad - -	5	2	0	6	11	6th	8	
3rd Red - -	4	0	0	5	4	7th	6	
2nd Barad - -	3	0	0	4	0	8th	4½	
3rd do. - -	2	5	0	3	2	9th	3	
	1	4	0	1	10		2	

This comparison shows that whilst the values of the Indapur and joint-report scales correspond almost exactly in all the lower classes of soil, those of the joint-report are considerably higher in all the upper classes; and this serves to explain, to some extent, the cause of the lower rates placed upon the better soils under the early settlements, as compared with those of the present established scale of valuation.

4. But the great difference between the two systems is in the manner of carrying out the classification in the field. Under the *modus operandi* followed at the first settlement, the classer walked over each field, digging here and there, and taking a general superficial examination of it, and on completing this inspection he was required to make up an estimate of the extent of each kind of soil. He was not furnished with any sketch of the field, but had to trust entirely to his eye for arriving at an estimate of the proportion of each kind of soil contained in the field, the average rate being worked out by shares, as on the present system, from the estimate made in the foregoing manner.

5. But this plan of working, which was carried out pretty generally in regard to all the better kinds of soil, was not generally followed with the lower orders. Large tracts of such land were waste at the time, and they were generally considered to be unfitted for cultivation. In classing them, a man merely took a casual examination of the whole number, and if he saw no cultivation, would enter a large proportion as unarable, putting the lower class rates on the remaining part of it. If a Barad number of the kind happened to be under cropping at the time, it would be more carefully gone over, and less “kharab” given; and to this cause I attribute the variation to be met with in many cases in the proportionate extent of land deducted as unculturable. There is an entire absence of any guiding rule in the matter, the deduction being made in the most capricious manner.

6. This description of the manner in which the classification of the poorer soils was effected, is not merely the result of information obtained at various times from the old

employés of the survey, but I can also testify to its general correctness from my own personal observation, for, on first joining the Survey Department in 1844, I was sent to learn classification in the Nasik districts under Captain Davidson, and I then found the plan of deducting a large proportion of the area of poor soils to be in force. I adopted the same plan in the Southern Maratha Country Survey at first, and Colonel Anderson informs me that he finds the deductions as unarable in some of the first villages of the Hubli Taluka, which were classed under my supervision, to be greatly in excess of the actual quantity properly deductible, as ascertained by classification according to our present system.

* * * * *

10. Reverting, however, to classification, no well-defined system of operations, as you are aware, was generally introduced in the Survey Department, until the joint-report was drawn up in 1847. The system and rules then framed were generally introduced, though Captain Davidson continued to work in the Ahmednagar districts by his original scale of values, which differed somewhat from that prescribed in the joint-report. There has, however, been no departure in the department under my control from the joint-report system until the revision work was commenced, when, with the express object of putting a lower rate upon the poor classes of soil, I made the following reduction in the values assigned to the lower classes by that scale, viz. :—

For the 7th class I fixed 4 annas in place of 4 annas 6 pies,
„ 8th do. „ 2 do. do. 3 do.
„ 9th do. „ 1 do. do. 2 do.

I made no alteration in the scale values of the best soils, or of those of any of the other classes.

11. The reduction shown above is considerable and most important, amounting, as you will perceive, to 20, 33, and 50 per cent. in the values of the 7th, 8th and 9th classes respectively, as fixed in the joint-report, and it is nearly this much also lower than the original Indapur scale given in a former paragraph.

12. It is to be regretted, perhaps, that this point was not noticed before, as it would have served to explain an important part of our proceedings, with which you yourself and the revenue officers of the collectorate have not been made acquainted.

Extract from Letter No. 1,466, dated 20th April 1874, from the Revenue Commissioner, S.D., to Government.

97. To resume : it will not, I think, be assuming too much to submit that under the opportunity kindly afforded me by Government, a very strong case has been established for reconsideration of the assessments in the revised talukas of Sholapur.

98. There has been for some time an outcry against those of the rates which had come into actual operation in Madeh ; the Sholapur Taluka ryots also evinced much dissatisfaction and unwillingness to pay up last year. In both cases the firmness of the authorities, and preparation for rigid enforcement of distraint and eviction, had the effect of inducing the payment in full of the Government demand, with some, not numerous, exceptions, the details of which were duly considered in Government Resolution No. 424, dated 26th January 1874.

99. But Government are, I know, desirous that the assessment shall be moderate, and such as the cultivators can pay without risk of crippling their small resources in good years, and bringing them to the verge of ruin with the ever-increasing necessity for remissions in an unfavourable season.

100. Under this view, I trust Government will be pleased to consider favourably my representation regarding the complaint of the Collector, Assistant Collector, and the ryots of Sholapur (*vide* paragraph 23 of my Report No. 149, dated 14th January 1874), that the rates have been left nearly the same on superior lands and largely raised on inferior lands.

101. It is, I think, proved beyond a doubt in this report and its accompaniments that the 33 villages of the Pandharpur Taluka have been assessed at an average rate so very much higher than the average rate of the villages of an adjoining tract, which were

adduced by both the Commissioners of Survey and Settlement as a criterion by which to judge of the assessment in the 33 villages, that, making some allowance for difference of prices, the rate is too high.

102. In my opinion the average rate is also too high for Barsi and Sholapur, and I only except Madeh because of its being strongly urged by Colonel Francis that this district was under-assessed at the former survey. Regarding Madeh, the same objections exist as in the three first-named talukas. Regarding Karmala, even though the average rate is low and suitable, I do not think the assessment will be found in practice free from the objections stated in paragraph 100.

103. There is a conspicuous feature in the Karmala settlement, that considerable deductions of "kharab," at least in some cases, have been effected by the Survey officers, at their discretion, after the field calculations had been completed. Colonel Waddington, when questioned by me on the subject before Colonel Francis, informed us that it had been done by him in certain cases where he found by the papers that a good deal had been allowed at the former survey. Colonel Waddington did not think the deductions would be found sufficiently considerable to affect the assessment.

104. I have, however, found by inspection of the papers that in the village Nimbhore, of Karmala, deductions of "kharab" or unarable had been made at discretion subsequent to the settlement, as follows :—

1.	2.	3.	4.
Number of Survey Fields.	"Kharab" or Unarable as by the Fields Papers.	Additional Unarable as by Discretionary Correction.	Assessment foregone on Unarable in Column 3.
198	Acres goontas. 50 39	Acres goontas. 115 25	Rs. a. p. 45 12 1

From this it may be concluded that the assessment is in some cases affected, and there need be no insuperable difficulty in the way of similar corrections in other talukas, if so desired by Government.

105. But though opinions may vary regarding the effect of the average rate, I hold that it is mathematically proved that the revenue officers and the ryots have grounds for their complaints. A comparison of the classification of fields in groups according to the former and present survey, and a detailed comparison of the classification and rates applied to different sections of fields, which are, in my opinion, after personal inspection, excessively over-assessed, as set forth in this report and its appendices, establish the following:—That there has been a judicious increase in the highest class of land, but that, notwithstanding a most salutary and well-designed reduction of the two lowest classes of the joint-report scale and a slight reduction in the 7th class, the new scale has not suited the special circumstances of the revision; that the application of the revised classification at too high a scale on much of the former unculturable and on the lower and medium lands has caused the assessment to be high on such lands. Also that this grievance is intensified by the fact that it will not allow of recognising, with regard to the former unculturable, the undoubted claim to consideration for the capital or labour expended on those lands which have, since the former survey, been reclaimed and brought under the plough at the expense of the ryots.

106. It may fairly be inquired, if this state of things is admitted to be correct, what remedy is the best that I can propose. It has been suggested to me that a temporary percentage reduction in the new assessments all round, while prices are below a minimum, would be a means of relief, and so it would be, but then the faults, if there be such, of the settlement would be maintained.

107. There is, I believe, a theory that the settlements of which Mr. Goldsmid and Captain Wingate are generally regarded as the founders were so adjusted as to leave an equal share of produce of all lands to the cultivators. The theory may take its rise from the criticism of Captain Wingate, or his Lieutenants, on Mr. Pringle's unfortunate settlements in the Deccan, and from certain statements given in illustration in the correspondence.

108. It is true that at page 129 of the Government Selection CVII. on Indapur, there will be found a comparative statement showing how the survey rates might have been fixed so as to render the profit of cultivating every description of land nearly equal; but in practice, the scale there shown was greatly modified. It will be seen, by comparison of the actual rates applied to the nine different classes of land at page 123 of the same compilation, that the highest rate is reduced from Rs. 1-12-1 of ~~the~~ imaginary standard, to 12 annas, and that the other classes were reduced from the imaginary standard, more or less, though not in strict proportion: also—which is the main point as between Captain Wingate's successful settlement and Mr. Pringle's utter failure—that Captain Wingate's rates* were rather more than half Mr. Pringle's rates† in the three highest classes, rather less than one half in the succeeding four, and less than one third in the two lowest classes.

* Page 123.

† Page 129.

109. Captain Wingate was, no doubt, far too well versed in the laws of production and distribution of wealth to suppose that any theoretical classification could affect at the settlement an adjustment of values which should remain in equilibrium. Such an equilibrium, even if attainable at the settlement, which is practically impossible, would be disturbed by liability to change in prices of produce and labour, and other economic conditions. This able settlement officer knew that the assessment had been generally pitched too high, that the pressure was greater on the middle class, and greatest on the lowest soils; and he modified his classification and rates accordingly, with the entire success which has been recognised on all hands.

110. But this settlement, which fixed a kamal, or highest demand, on the complete area, of Rs. 84,000 instead of Rs. 2,03,000,—the kamal of Mr. Pringle's settlement, which it superseded—could not prevent, during the prevalence of very low prices, a portion of the land remaining waste, and even many thousands of acres being thrown out of cultivation intermediately, on account of their not yielding the net profit over and above the cost of cultivation, which would suffice to defray the rent charge to Government, and yield such benefit to the ryot as met his requirements. Neither, on the other hand, could the settlement prevent a large economic rent accruing at a later period, as, with rising prices, not only was the small area of waste then remaining brought under cultivation, because the high value of its produce, small though the latter might be, sufficed to defray the rent charge to Government, and to yield such benefit to the ryot as met his requirements, aptly termed in a recent paper by Mr. Pedder, his "standard of comfort."

111. Under these circumstances, the well-known laws of the establishment and increase of landlord rent followed their course. The better lands passed from time to time out of the hands of the cultivators to capitalists, who enjoy the economic rent without any personal concern in the cultivation. This is the class who, under the name of middlemen, get many hard words on paper from those who think that a ryotwari system can be devised which shall be so balanced as to secure to Government the full economic rent of every acre of land, at the same time that it shall secure to the peasant cultivator or ryot a subsistence according to his requirements or "standard of comfort." Such an object is simply unattainable; for, as soon as a district begins to acquire sufficient prosperity to bring all the lower class land into cultivation, the local outward signs of which are, increase in wages of ordinary labour, and the price of food, grains, and fodder, a landlord's rent accrues on the better land, which will either place the ryot himself in the higher position of a renter instead of a cultivator, or he will be ousted by some capitalist whose money is always ready for the opportunity.

112. I believe that I am in agreement with Captain Wingate, and with the theory of the present Survey Commissioner, N.D., that the best way of securing the nearest approach to the Government rights, is to place a high relative rate on the best soils—such as the first two, or at most, three classes of the scale. These cannot only yield extraordinary profits in a good season, but they have, especially the first two, a preponderating capacity to resist the effects of prolonged drought, which in the arid Deccan immensely increases their relative capacity over a series of changing seasons.

113. The soils next in degree of capacity should be liable to an assessment rapidly diminishing to the worst lands. The latter are barely susceptible of successful cultivation at all, unless improved by outlay of capital when prices are moderately high. It stands to reason, then, that they should be very lightly assessed. This object was facilitated at the former survey by much inferior land being left unassessed altogether.

114. The recent method of bringing these formerly unassessed lands to account has, for the reasons stated in detail in this report, placed them in a false position as regards the question of compensation for expenditure of labour and capital; it has also brought the inferior lands generally to so high a rate, that it is doubtful whether under the high ~~prices~~ of a few years ago, the assessment could have been easily paid; and it is now, in my opinion, certain that at present prices the revised rates are beyond the capacity of the districts to bear over a series of years without large remissions, and the evils attendant thereon.

115. I have stated in paragraph 106 an evident objection in principle to a percentage deduction from the revised rates. Two methods of re-adjustment suggest themselves: the one to re-class and re-assess on a third classification, the other to re-assess on the recent classification.

116. There can, I think, be no reason to doubt that the new classification in the field is more consistently accurate than that of the former survey. I have been informed by the Survey Commissioner and the Superintendent that, in many instances—especially in Sholapur villages in the neighbourhood of Sholapur itself—there have been frequent instances of the most palpable under-assessment. I can add my testimony in regard to a field close to the town of Sholapur, which was assessed under the old survey at Rs. 3, and under the revision at Rs. 18. There is no doubt in my mind that the new assessment is not inordinately high as regards the capacity of the field in that locality. I have seen the former and present classification, and am quite prepared to believe that the former classification and assessment must have been obtained by fraud on the part of a subordinate.

117. It appears to me, with deference to higher authority, that we are not likely to improve by doing the field classification over again, but that the survey authorities might be able to suggest to Government such a modification of the scale of class values on a rupee maximum which shall suit the conditions described when adjusted to the maximum for the village or group. The most difficult point to get over is that of the former unculturable, which ought to be admitted at so low a rate as would allow compensation for expenditure on capital and labour. But some at least of the unculturable, and chiefly, I believe, those portions gained by encroachment, are said to be above the very inferior average which this class would generally represent. I believe these difficulties might, by judicious treatment, be all met; but much must depend on the view of this subject taken by Government and the Commissioner of Survey and Settlement. The facts stated in my paragraphs 103 and 104 show that the difficulty about deduction of unarable, when deemed desirable, is not insuperable.

118. Before closing this report, which has cost me much time and labour, I beg earnestly, in the spirit of moderation inculcated by Government, to deprecate any very large general increase of the assessments.

119. I go so far as to recommend Government to be satisfied with a minimum of 25 per cent. increase on the whole area in all the talukas of the Sholapur Collectorate, though I would, of course, not object to more if it can be obtained without over assessment. I would also recommend that in any scheme of revision a limit of 50 per cent. increase should not be exceeded in any one village, and 100 per cent. not exceeded in any one field, without suitable explanation. This would leave room for correction of previous glaringly erroneous or fraudulent classification and assessment, which in some villages will, I believe be found sufficiently numerous.

OLD CLASSIFICATION OF THE VILLAGE OF ALIPUR, IN TALUKI BARSİ, ZİLLA SHOLAPUR, IN CONTRAST WITH THOSE OF THE REVISED SETTLEMENT.
(Appendix to Letter No. 1,466, dated 20th April 1874, from the Revenue Commissioner, S.D.)

According to Revision Survey Settlement.					According to former Survey Settlement.					According to Revision Survey.			Per-centage Increase.		
CLASSIFICATION RATES.	Survey Numbers.	Pot Numbers.	Area.	Deduct Unarable.	Remainder Arable.	Amount of Assessment according to Classification Rates.	Classification Rates.	Survey Numbers.	Area.	Deduct Unarable.	Remainder Arable.	Amount of Assessment according to Classification Rates.		Decrease.	Increase.
1.	2.	3.	4.	5.	6.	7.	7A.	8.	9.	10.	11.	12.	13..	24.	15.
FIRST CLASS LANDS.															
14 annas to 15 annas 6 pies -	2	—	37 8	0 9	36 39	RS. A. P. 33 7 8	RS. A. P. 0 11 6	2	36 10	0 11	25 39	RS. A. P. 26 0 0	RS. A. P. —	7 7 8	29
14 annas to 1 rupee -	2	—	39 38	—	39 38	37 8 0	0 12 6	2	40 11	0 5	40 6	31 0 0	—	6 8 0	21
15 annas 6 pies -	2	—	44 36	—	44 36	43 7 11	0 13 0	2	45 15	0 1	45 14	36 0 0	—	7 7 11	21
15 annas 6 pies to 1 rupee -	4	—	61 38	—	61 38	60 11 6	0 13 6	3	65 20	—	65 20	55 0 0	—	5 11 6	10
	10	—	184 0	0 9	183 31	175 3 1	—	9	187 16	0 17	186 39	148 0 0	—	27 3 1	18
SECOND CLASS LANDS.															
10 to 12 annas -	2	—	30 25	0 10	30 15	20 3 2	0 7 0	1	30 13	1 19	28 34	13 0 0	—	7 3 2	53
7 to 10 annas -	3	—	74 32	0 8	74 24	38 5 4	0 7 6	2	73 24	2 11	71 13	34 0 0	—	4 5 4	13
7 annas 6 pies to 15 annas -	4	—	59 29	0 8	59 21	39 3 10	0 8 0	2	63 32	0 36	62 36	31 0 0	—	8 3 10	26
7 annas to 11 annas -	3	—	62 16	0 6	62 10	37 3 1	0 8 6	2	60 38	0 39	59 39	32 0 0	—	5 3 1	16
10 annas 6 pies -	1	—	27 38	0 4	27 34	18 4 5	0 9 0	1	27 39	0 21	27 18	15 0 0	—	3 4 5	22
6 annas 6 pies to 13 annas 7 pies -	8	—	160 15	0 24	159 31	119 7 3	0 9 6	5	169 14	1 19	167 35	99 0 0	—	20 7 3	21
11 to 14 annas -	3	—	60 15	0 14	60 1	43 9 9	0 10 0	2	66 26	0 6	66 20	41 0 0	—	2 9 9	6
12 annas to 14 annas 6 pies -	2	—	24 37	0 7	24 30	19 12 1	0 10 6	2	24 8	0 36	23 12	15 0 0	—	4 12 1	32
10 annas 6 pies to 13 annas -	3	—	51 34	0 7	51 27	36 9 0	0 11 0	2	52 9	0 33	51 16	36 0 0	—	0 9 0	2
	29	—	553 1	2 8	550 33	372 9 11	—	19	569 3	9 20	559 23	316 0 0	—	56 9 11	18
THIRD CLASS LANDS.															
8 annas -	1	—	3 21	—	3 21	1 12 2	0 4 0	1	3 35	—	3 35	1 0 0	—	0 12 2	76
5 annas 6 pies to 10 annas 6 pies -	3	—	86 1	0 16	85 25	44 13 10	0 4 6	2	86 11	0 18	85 33	25 0 0	—	19 13 10	79
6 annas 6 pies to 11 annas -	3	—	50 2	0 7	49 35	28 12 6	0 6 0	2	50 13	0 12	50 1	19 0 0	—	9 12 6	51
Total agreeably to Survey Papers	7	—	139 24	0 23	139 1	75 6 6	—	5	140 19	0 30	139 29	45 0 0	—	30 6 6	67
Deduct— More in Colonel Francis' statement -	46	—	876 25	3 0	873 25	623 3 6	—	—	—	—	—	—	—	—	—
Add— Less in do. -	—	—	0 10	—	0 10	—	—	—	—	—	—	—	—	—	—
GRAND TOTAL -	46	—	876 15	3 0	873 15	623 4 9	—	33	896 38	10 27	886 11	509 0 0	—	114 3 6	22
Total Jernayet assessment, vide note below															
						857 1 0									

NOTE.—The amount according to classification rates under the old survey settlement shown in column 12 represents the actual survey assessment of the former settlement. But the same is not the case with the amount of classification rates under the revised survey settlement shown in column 7; because, in addition to the increase caused by revised classification, there has been another percentage increase agreeably to what are called sanctioned rates. These are liable to enhancement in the proportion of one rupee and one rupee six annas, the maximum scale for this village. They thus amount to Rs. 857-1-0, vide entry below classification rates of new assessment.

Old Classification Rates of the Village of Miri, in Taluka Sholapur, of the Sholapur Collectorate, in contrast with those of the Revised Settlement.
(Appendix to Letter No. 1,466, dated 20th April 1874, from the Revenue Commissioner, S.D.)

According to Revision Survey Settlement.										According to former Survey Settlement.					According to Revised Survey.				
Classification Rates.	Survey Numbers.	Pot Number or Sub-share.	Area.	Deduct Unarable.	Remainder Arable.	Amount of Assessment according to Classification Rates.	Classification Rates.	Survey Numbers.	Area.	Deduct Unarable.	Remainder Arable.	Amount of Assessment according to Classification Rates.	Decrease in Acres.	Increase in Acres.	Per-centage Increase in Acres.	Decrease in Assessment.	Increase in Assessment.	Per-centage Increase in Assessment.	
1.	2.	3.	4.	5.	6.	7.	7A.	8.	9.	10.	11.	12.	13.	14.	15.	16.	17.	18.	
FIRST CLASS LANDS.																			
RS. A. P.			A. G.	A. G.	A. G.	RS. A. P.	RS. A. P.		A. G.	A. G.	A. G.	RS. A. P.	A. G.	A. G.	A. G.	RS. A. P.	RS. A. P.		
From 0 13 6 to 0 14 0	3	—	84 11	—	84 11	73 4 3	0 11 6	2	81 1	0 12	80 29	58 0 0	—	3 22	—	—	15 4 3	—	
0 15 6	1	—	10 27	—	10 27	10 5 6	0 12 0	1	11 15	0 13	11 2	8 0 0	0 15	—	—	—	2 5 6	—	
0 14 6	1	—	37 26	—	37 26	34 1 11	0 13 0	1	35 35	—	35 35	29 0 0	—	1 31	—	—	5 1 11	—	
From 0 14 6 to 1 3 0	1	1	40 14	—	40 14	36 12 11	0 14 0	2	40 5	—	40 5	34 12 0	—	0 9	—	—	2 0 11	—	
" 1 2 0 " 1 3 0	1	2	2 21	—	2 21	2 14 11	0 15 6	2	2 11	—	2 11	2 8 0	—	0 10	—	—	0 6 11	—	
	7	3	175 19	—	175 19	157 7 6	—	8	170 27	6 25	170 2	132 4 0	0 15	5 33	3 8	—	25 3 6	19	
												Net increase -	-	5 17					
SECOND CLASS LANDS.																			
From 0 11 6 to 0 14 6	4	—	122 19	1 6	121 13	101 9 1	0 6 6	4	117 38	16 9	101 29	41 0 0	—	19 24	—	—	60 9 1	—	
0 12 6	1	—	32 38	1 15	31 23	24 10 8	0 7 0	1	32 32	3 13	29 19	18 0 0	—	2 4	—	—	11 10 8	—	
From 0 12 0 to 1 4 0	2	1	38 32	0 8	38 24	29 14 4	0 7 6	3	34 15	0 11	34 4	16 8 0	—	4 20	—	—	13 6 4	—	
" 0 11 6 " 0 14 0	3	—	122 19	0 16	122 3	94 14 1	0 8 0	3	116 3	0 27	115 16	58 0 0	—	6 27	—	—	36 14 1	—	
" 0 14 0 " 1 1 0	2	—	8 1	—	8 1	7 9 4	0 8 6	3	8 13	0 34	7 19	3 13 0	—	0 22	—	—	3 13 4	—	
" 0 12 0 " 0 14 0	4	—	128 28	0 10	128 18	106 8 10	0 9 0	3	126 16	—	126 6	71 0 0	—	2 12	—	—	35 8 10	—	
" 0 10 6 " 0 11 6	2	—	67 15	0 14	67 1	45 6 2	0 9 6	2	71 15	0 10	71 5	42 0 0	4 4	—	—	—	3 6 2	—	
" 0 13 0 " 0 14 6	3	2	57 12	0 9	57 3	49 4 4	0 10 0	7	59 10	0 17	58 33	36 8 0	1 30	—	—	—	12 12 4	—	
" 0 10 6 " 0 14 6	2	—	80 35	0 11	80 24	65 3 3	0 10 6	2	82 5	0 8	81 37	54 0 0	1 13	—	—	—	11 3 8	—	
	23	6	658 39	4 9	654 30	525 0 6	—	28	648 17	22 9	626 8	335 12 0	7 7	35 29	4 22	—	189 4 6	56½	
												Net increase -	-	28 22					

OLD CLASSIFICATION RATES of the Villages of Ishwar-Watar, in Taluka Pandharpur, of the Sholapur Collectorate, in contrast with those of the Revised Settlement.

According to Revision Survey Settlement.										According to former Survey Settlement.										According to Revised Survey.				
Classification Rates.	Survey Nos.	Pot. Nos.	Area.	Deduct Unarable.	Remainder Arable.	Amount of Assessment according to Classification Rates.	Classification Rates.	Survey Nos.	Area.	Deduct Unarable.	Remainder Arable.	Amount of Assessment according to Classification Rates.	Decrease in Acres.	Increase in Acres.	Percentage Increase in Acres.	Decrease in Assessment.	Increase in Assessment.	Percentage Increase in Assessment.						
1.	2.	3.	4.	5.	6.	7.	7A.	8.	9.	10.	11.	12.	13.	14.	15.	16.	17.	18.						
FIRST CLASS LANDS, that is, Lands assessed from 11½ Annas to 1 R. per Acre.																								
15 annas	-	1	5 36	-	5 36	RS. A. P.	11 annas 6 pies	1	5 37	-	5 37	4 0 0	0 1	-	-	RS.	1 8 6	-						
15 annas	-	2	15 2	-	15 2	14 1 9	12 annas 6 pies	2	12 5	-	12 5	9 0 0	-	-	-	-	5 1 9	-						
Total	-	3	20 38	-	20 38	19 10 3	-	3	18 2	-	18 2	18 0 0	0 1	2 37	16½	-	6 10 3	53½						
SECOND CLASS LANDS, that is, Lands assessed at 6½ to 11 Annas per Acre.																								
13 annas to 15 annas 6 pies	-	8	162 30	2 21	160 9	141 12 3	6 annas 6 pies	6	168 21	7 39	160 22	65 0 0	0 13	-	-	-	76 12 3	-						
10 annas to 15 annas	-	9	153 21	1 2	152 19	123 2 1	7 annas	8	149 28	1 20	148 8	60 0 0	-	4 11	-	-	57 2 1	-						
10 annas to 15 annas 6 pies	-	13	282 23	1 19	281 4	250 15 10	7 annas 6 pies	9	271 31	0 12	271 19	127 0 0	-	9 25	-	-	123 15 10	-						
10 annas 6 pies to one rupee	-	10	200 11	0 26	199 25	170 2 6	8 annas	8	195 5	2 14	192 31	96 8 0	-	6 34	-	-	73 10 6	-						
13 annas to 15 annas 6 pies	-	10	196 18	0 15	195 38	174 0 1	8 annas 6 pies	10	189 30	0 18	189 12	102 0 0	-	6 26	-	-	72 0 1	-						
13 annas 6 pies to one rupee	-	9	113 24	0 9	113 15	101 11 9	9 annas	6	118 30	0 15	113 15	64 0 0	-	-	-	-	37 11 9	-						
13 annas 6 pies to 15 annas	-	4	89 30	0 13	89 17	81 8 7	9 annas 6 pies	3	92 31	0 6	92 25	54 0 0	3 8	-	-	-	27 8 7	-						
14 annas 6 pies to one rupee	-	2	22 18	-	22 18	20 13 5	10 annas	2	22 31	-	22 31	14 0 0	0 13	-	-	-	6 13 5	-						
15 annas 6 pies	-	2	50 15	-	50 15	48 12 10	10 annas 6 pies	1	50 20	-	50 20	36 0 0	0 5	-	-	-	15 12 10	-						
Total	-	67	1,271 25	6 25	1,265 0	1,112 15 4	-	53	1,254 27	13 4	1,241 23	621 8 0	3 39	27 16	1¼	-	491 7 4	79						
THIRD CLASS LANDS, that is, Lands assessed from 1 to 6 Annas an Acre.																								
1 anna 6 pies	-	1	25 12	0 29	24 23	6 14 7	3 annas	1	24 31	19 3	5 28	1 0 0	-	18 35	-	-	5 14 7	-						
3 to 14 annas	-	6	110 18	1 1	109 17	84 11 10	4 annas 6 pies	5	113 4	4 20	108 24	31 0 0	-	0 33	-	-	53 11 10	-						
8 to 14 annas	-	4	88 13	0 16	87 37	58 15 4	5 annas 6 pies	2	98 20	2 16	96 4	33 0 0	8 7	-	-	-	25 15 4	-						
8 to 15 annas	-	7	125 15	0 33	124 22	104 1 1	6 annas	5	113 21	2 29	110 32	42 0 0	-	13 30	-	-	62 1 1	-						
Total	-	18	349 18	2 39	346 19	254 10 10	-	13	349 36	28 28	321 8	107 0 0	8 7	33 18	7¼	-	147 10 10	138½						
Agreeably to Survey Papers	-	88	1,642 1	9 24	1,632 17	1,387 4 5	-	69	1,622 25	41 32	1,580 33	741 8 0	-	51 24	3½	-	645 12 5	87½						
According to Colonel Francis' statement.	-	87	1,615 25	9 15	1,606 10	1,365 14 0	-	67	1,601 19	41 31	1,559 28	731 8 0	-	46 22	-	-	634 6 0	-						
Add—Less in Colonel Francis' statement, owing to discarding of fractions, &c.	-	1	26 16	0 9	26 7	21 6 5	-	2	21 6	0 1	21 5	10 0 0	-	5 2	-	-	11 6 5	-						
GRAND TOTAL	-	88	1,642 1	9 24	1,632 17	1,287 4 5	-	69	1,622 25	41 32	1,580 33	741 8 0	-	51 24	-	-	645 12 5	87½						
Total Jernyet assessment, vide footnote 2—Rs. 1,560 10 11																								

NOTE 1.—This statement relates to Government land only.
NOTE 2.—The amounts, according to the old survey settlement shown in column 12, represents the actual survey assessment of the former settlement. But the same is not the case with the amount of classification rates under revised survey settlement shown in column 7; because, in addition to the increase caused by revised classification, there has been another percentage increase agreeably to what are called sanctioned rates. They are liable to enhancement in a proportion of one rupee and one anna and two annas, the maximum scale for this village. They thus amounted to Rs. 1,560-10-11; vide entry below classification rates of assessment.

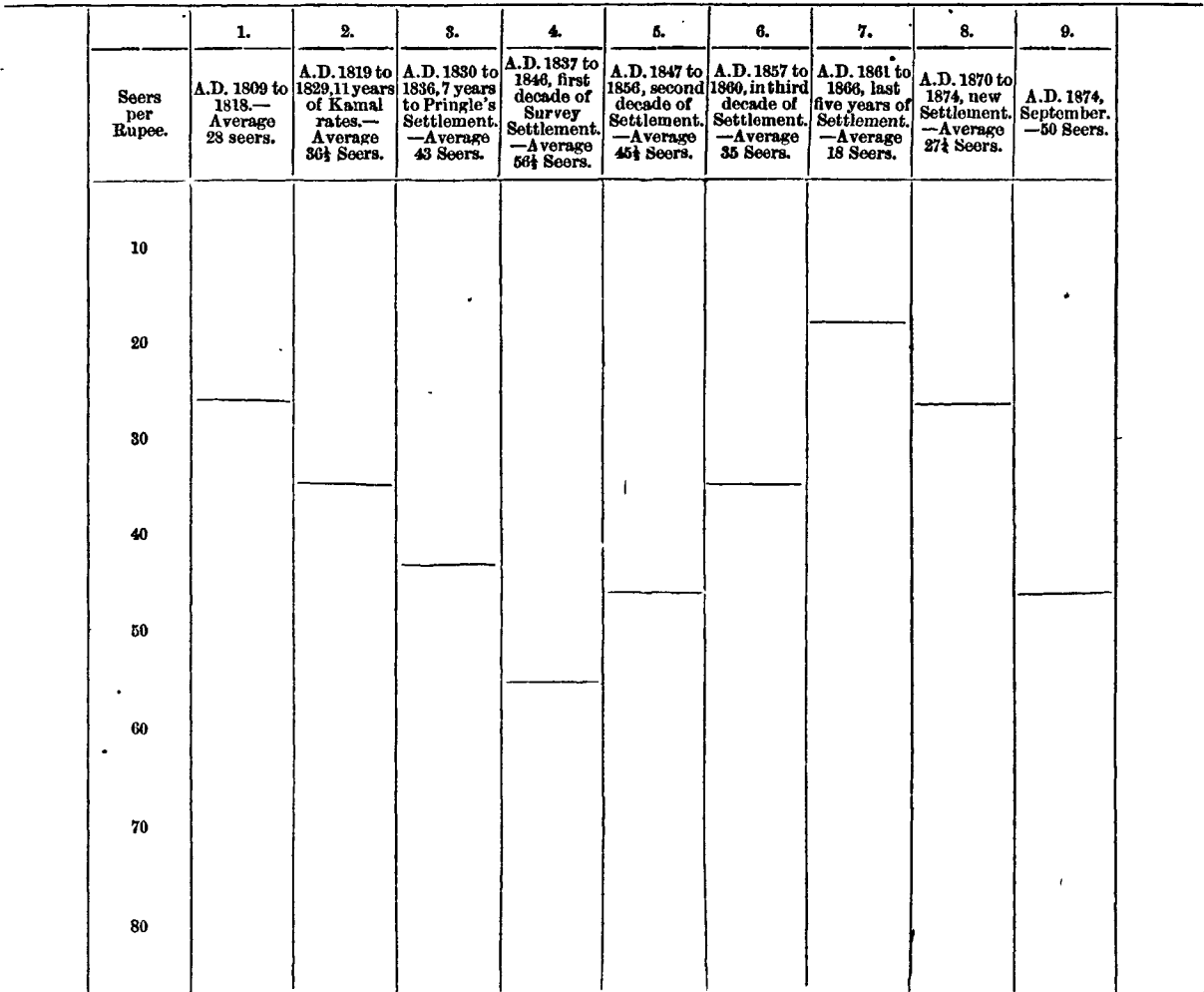
Extract from a Note, "Leading Points regarding Revision Settlements," by Mr. W. G. Pedder, C.S.; 1874.

I will now proceed to notice briefly some of the most important facts to which the information above summarized appears to point, and of the inferences which may be drawn from them.

The most important considerations are those which are connected with the relations between prices, rates of assessment, and the extent of land cultivated, the latter being a good test of the prosperity of the people.

Putting out of sight temporary fluctuations due to good or bad seasons (which are sometimes very extraordinary, *e.g.*, the price of jowari in Indapur was 12 seers in 1825, 64 seers in 1827, $9\frac{3}{4}$ seers in August 1871, 50 seers in September 1874), it is evident that the wave of prices has risen and fallen twice since the beginning of the present century, as the following diagram will show :—

DIAGRAM, showing Fluctuations of Price of Jowari, the staple grain, in Indapur.



N.B.—I have taken the Indapur prices because they are the only ones which I have complete from 1809. Fluctuations in the Indapur market have probably been exceptionally great, and prices generally have of course been lower than in larger markets. But a comparison with the prices for other talukas given in the paper will show that the Indapur figures represent pretty fairly the general course of prices, and may, I think, be accepted merely as illustrative of the arguments I employ. Prices in Indapur between 1866 and 1870 are not forthcoming. But the figures for the 4½ years 1870–74 show that a tendency to fall was checked by the occurrence of the very bad season of 1871–72.

Seers for a Rupee.				
1870–71	-	-	-	20 0
1871–72	-	-	-	13 36
1872–73	-	-	-	19 39
1873–74	-	-	-	36 32
1874—7 months	-	-	-	46 66

Assuming, which I think it is fair to do, that the course of prices in Indapur is representative of the course of prices in the Presidency generally, this diagram shows that prices were high---about 28 seers---for the 10 years immediately preceding the introduction of British rule in that taluka. From that date they fell steadily and continuously till about 1850, when they reached the lowest point of depression, 72 seers. They then

began to rise, for 15 years slowly and steadily, for the next 5 years violently, to 18 seers. And for the last $4\frac{1}{2}$ years they have again fallen, at first slowly, but in the present year, in which a remarkably good harvest has given an impetus to the tendency, suddenly and considerably, to a rate little higher than the average of the worst portion of the series, 1837 to 1846.

The main reason to which these fluctuations are due has been much disputed. It appears to me to be a simple one; alterations in the ratio between the quantity of the circulating medium and the number and amount of transactions in which it has to be exchanged for goods or labour, *i.e.*, in technical language, its "duty." It is a commonplace in political economy that price is in the long run regulated by the relative quantities of the circulating medium and of the articles for which it is exchanged. If there are a lakh of rupees to be exchanged for a lakh of maunds of grain, the price will be a rupee a maund; if half a lakh of rupees only, the price will be 8 annas.

But the argument on which this theory is questioned is this. If, it is said, there were reason to believe that an actual diminution in the quantity of the circulating medium has taken place coincident with a fall in prices, there could be no doubt that the former circumstance has caused the latter. But there is no reason to believe that this has occurred. India does not export treasure; she imported it all through the long fall in prices from 1819 to 1850, and she has been importing it since 1867, though not nearly to the same amount as in the decade before that year.

A little consideration will, however, I believe, show that these facts do not really make against the theory.

It must first be borne in mind that it is not so much an alteration in the absolute quantity of the circulating medium which affects prices, as an alteration in its quantity relatively to the "duty" it has to do.

In India at least a certain proportion, probably rather a large proportion, of the circulating medium is withdrawn from circulation every year by being hoarded or being converted into ornaments. And India, not producing the precious metals, must obtain silver to replace the amount thus withdrawn from circulation in exchange for her exports.

Now India has to pay England yearly, in public and private remittances, a large sum, conveniently though very inaccurately termed the "Indian Tribute." She does not pay this sum in bullion—not being a treasure-producing country she cannot do so—but in produce. That is, whereas if she formed no part of the British empire, if her public creditors, stock and railway shareholders, pensioners, &c. did not live in England, she would receive in return for her exports to England such quantity as she might require of English goods and the balance in silver, she now receives so much less silver as is required to pay her "tribute," and receives advantages of a different kind, instead of this amount of silver in return for so much exported produce.

Of course these advantages may be—I believe are—far more *valuable* to India than the silver she would otherwise get. A railway is quite worth the money paid yearly to its English shareholders. The British army, if once in a century it prevents such an invasion as that of Timur or Nadir Shah is well worth its cost. But I am not speaking of the value of what India receives from England, but of the economic effect on prices of her connexion with England, a very different thing.*

If the theory here stated is correct, the fluctuations in prices which have occurred are not difficult to explain.

Before the introduction of British rule in the Deccan there was little trade. Much of what trade there was was carried on by way of barter, and a considerable portion of the receipts and disbursements of the Government was in kind, not in cash. Hence, if the circulating medium was limited in quantity, its "duty" was still more limited, and prices were high. After that event a heavier "duty" was thrown on the circulating medium by the extension of trade, by the greater demands of the revenue for cash, by the system of the British Government of paying its army and its officers in money. The expansion of the circulating medium which this altered state of affairs demanded

* An illustration of what I mean may be drawn from the Bombay Gas Company. This company which has nothing whatever to do with Government receives yearly from the city of Bombay, I think, about 40,000*l.* Of this sum about 35,000*l.* is remitted to England, partly to pay for the coal used to make gas, partly to pay dividends, the shares being held in England. Consequently India is poorer in silver by $3\frac{1}{2}$ lakhs a year. But it is evident that the public of Bombay think the gas worth the money, or they would not buy it. It is also clear that Bombay capitalists think they can do better with their money than by investing in the Gas Company's shares, or the shares would be held in Bombay, not in England.

was checked by the cause pointed out above. Importation of bullion was probably not sufficient to make up the amount annually withdrawn from circulation; at any rate it was not enough to increase the circulating medium in proportion to the greater "duty" thrown upon it. Hence prices steadily fell. Then at last came the sudden increase of demand for Indian raw produce for export, and the high prices it fetched, and the transmission of English capital to India for railways, &c., which caused a very large influx of bullion. The effect of this influx, theoretically, should have been to raise prices greatly, and in reality this was what took place. But as soon as this abnormal influx ceased, the other causes resumed their operation and with increased force, for the amount of the "tribute" had grown with the raising in England of railway capital and of Government loans; increasing trade threw a heavier "duty" on the circulating medium; and the area of its employment had widened by the demand for money in native states and in remote parts of the country. There are, for instance, tracts in Central India in which money was hardly known till a few years ago, revenue being paid in kind, cowries being the coin generally used, and trade being chiefly carried on by barter. Indeed, the effect of the sudden importation of bullion resembled that of a stone thrown into a pond. Where the stone fell (that is, in the districts which first received the bullion, either in payment for high priced exports, or where railways and other works were being constructed, and especially in this Presidency), the wave of prices rose high; but as the circle widened and extended over the whole surface of the water, the height of the wave diminished in proportion to its extent. A comparison of ordinary prices in Upper Bengal and in Bombay will illustrate what I mean.

The fall of prices of Indian produce, especially cotton, in the English market (which prices are of course in no way regulated by the causes which govern prices in India), also seems to me to have helped to pull down prices in India. If the Indian producer ceases to get so good a price for the article he raises for export (say cotton) as for the article he raises for consumption in India (say grain), he forthwith grows less cotton and more grain. The effect of this is twofold. First, the larger quantity of grain produced, its increased supply, immediately lowers its price. The immense variation in the price of grain between years of good and of bad harvests, and even between different months of the same year, shows that the grain market is very sensitive; that a comparatively trifling variation in the quantity of grain makes an enormous difference in its price. Secondly, if the cotton required to pay India's remittances to England in produce is not raised, India must pay those remittances by the export of bullion, which, as shown above, would at once cause a general decline of prices in India. Hence it appears that as it is necessary, in order to pay her remittances, that India should export certain products to England, and as the price of those products is what they will fetch in England, the price of other products in India must fall till it is worth the Indian producer's while to raise the products required for export.

From all these causes, prices have fallen again almost as rapidly as they rose.

Indeed, it might be expected that prices would soon fall as low as in 1850, but that other circumstances may, and is to be hoped will, partially counteract the causes which produce a decline. A more general use of a paper currency will practically add to the quantity of the circulating medium. There is every hope that exports from India will increase, and that her own manufactures will partially take the place of the foreign goods she now imports. The profits on capital in different countries tend, with good government and increased facilities for communication, to become more equal, and if ordinary profits in India fall to more nearly the level of profits in England, it is likely that a much larger proportion of Government and railway stock will be held in India than at present. All these circumstances will increase the importation of bullion, or at least the amount of the circulating medium.

Still, the inference that I draw from the facts I have stated is, that we should not calculate on the inflated prices of 1861-66 being maintained.

Nor is this, I think, altogether to be regretted. High prices are beneficial to Government, in so far as they reduce the burden of a public debt contracted, and to the agricultural classes in so far as they diminish the pressure of assessments fixed when prices were low. But they are injurious to all persons with fixed incomes; they bear hardly on the poor, whose wages seldom rise in the same ratio as prices; and they increase the cost of administration generally. On the whole, it is, I conceive, better that prices in India should tend slowly and gradually upwards towards the general level of prices in Europe than that the sudden and unnatural increase of 1864 should be maintained.

The following table will illustrate the connexion between prices, rates of assessment, and extent of cultivation. It is, as will be seen, very imperfect, but it is sufficiently accurate to serve as an illustration :—

Price Period.	Prices according to Diagram at p. 12— Seers of Jowari per Rupee.	Taluka.	Average Rate of Assessment per cultivated Acre.		Cultivated Area.	REMARKS.
			Nominal.	According to Realisation.		
I.—10 years before British rule.	28	Indapur - Barsi -	RS. A. P. 0 15 9 0 13 6	RS. A. P. 0 9 8 0 13 6	ACRES. 182,000 221,000	The average of cultivation is incorrect, being more than it really was during the 3rd period. Where I could I have given the real average, in other cases the area cultivated in the 1st year of the Survey Settlement.
II.—Period of "Kamal" rates.	36½	Indapur - Pabal - Sholapur - Barsi -	0 15 9 1 0 0 0 13 3 0 15 5	0 7 2 — 0 11 0 0 12 0	151,000 — — 183,000	
III.—Period of Pringle's Settlement.	43	Nasik - Indapur - Haveli - Pabal - Supa - Sholapur - Barsi - Karmala -	0 14 6 0 13 11 1 4 0 0 15 0 0 13 0 0 11 6 1 0 3 0 12 0	— 0 5 6 0 10 6 0 10 9 — 0 9 3 0 13 9 0 6 4	77,000 134,000 108,000 107,000 40,000 316,000 123,000 189,000	
IV.—Period: Introduction of Survey Settlement.	56½	Nasik - Indapur - Haveli - Pabal - Supa - Sholapur - Barsi - Karmala -	0 15 0 0 5 0 0 9 1 0 9 3 0 6 1 0 6 7 0 8 11 0 6 6	— — — — — — — —	— — — — — — — —	
VII.—Period: last five years of Settlement.	18	Nasik - Indapur - Haveli - Pabal - Supa - Sholapur - Barsi - Karmala -	— — — — — — — —	0 11 9 0 4 7 0 8 8 0 8 1 0 5 10 0 6 5 0 7 2 0 5 10	124,000 260,000 142,000 181,000 157,000 370,000 278,000 293,000	
VIII.—Period: 1870-74 and	27½	Nasik - Indapur - Haveli - Pabal - Supa - Sholapur - Barsi - Karmala -	1 3 10 0 7 4 0 15 1 0 12 10 0 8 3 0 11 9 0 11 11 0 8 0	— — — — — — — —	— — — — — — — —	
IX.—Period: September 1874.	50					

Imperfect as they are, these figures speak for themselves. The mean average rate of assessment during the third price-period I have taken was Rs. 1-0-6. This rate was lowered by the survey to a mean average of Rs. 0-8-4, or very nearly one-half. But in addition to this great reduction of rates, prices rose between 1835 and 1865 by more than one-half, so that in reality the pressure of the assessment in the last years of the original survey settlement was less than *one-fifth* what it was in 1830-36. The result was an enormous extension of cultivation, the cultivated area increasing in these eight talukas alone by more than 700,000 acres during the term of the settlement—from less than 1,094,000 acres to 1,805,000. And an actual and very considerable increase of revenue also resulted, realisations at the end of the term of the original settlement being Rs. 7,77,000 against about (I have not the exact figures) Rs. 6,50,000 during the third period I have taken.

The argument, however, that this great increase in cultivation and in revenue was caused by a reduction in the pressure of the assessment must not be pushed too far. It is certain that a much smaller reduction in the pressure of assessments than one of four-fifths would have been quite sufficient to produce the results aimed at, and this is shown by the fact that cultivation had almost reached its limit, that almost all arable waste had been taken up at the commencement of the third decade of the settlement, 1857-61, when the price of jowari in Indapur was 35 seers.

The revised rates of assessment then were, as will be shown below, not too high for the inflated prices of 1861-66. But the question is, are they likely to prove too high now that it is clear that those prices will not be maintained?

The following table, illustrative of the comparative pressures of the assessment at different periods, may perhaps assist us to answer this question :—

TABLE showing the Pressure of Assessment at different Rates of Prices and of Assessment, assuming the Mean Produce of Jowari in the Deccan to be 5 maunds = 200 seers, the acre.

	Price Period as per Diagram at page 12.	Price, Seers per Rupee.	Produce worth per Acre.	Mean Assessment Rate per Acre.	Percentage of Assessment to Produce.
			RS. A. P.	RS. A. P.	
III.	- -	43	4 13 5	1 0 6	$\frac{22.17}{100}$
IV.	- -	56½	3 8 7	0 8 4	$\frac{14.70}{100}$
V.	- -	45½	4 6 4	0 8 4	$\frac{11.88}{100}$
VI.	- -	35	5 11 5	0 7 5	$\frac{8.11}{100}$
VII. (a.)	- -	18	11 1 9	0 7 5	$\frac{4.17}{100}$
VII. (b.)	- -	18	11 1 9	0 11 9	$\frac{6.16}{100}$
VIII.	- -	27¼	7 5 5	0 11 9	$\frac{10}{100}$
IX.	- -	50	4 0 0	0 11 9	$\frac{18.35}{100}$

This table must be taken as merely illustrative of the varying pressure of assessments. I have not the materials necessary to frame a really accurate table, and am somewhat doubtful if it would be possible to compile them. The following points should be borne in mind :—

1. Five maunds of jowari is perhaps rather too high an average mean yield per acre for the Deccan. But the value of the straw has not been included, and the Indapur prices are rather lower than the real average of the Deccan prices, so that the proportions of assessment to produce given are not very far from the truth.

2. The mean assessment rate given for period III., Rs. 1-0-6., is the nominal rate. The mean rate of realisations is much lower, about Rs. 0-10-6 or Rs. 0-11-0. It must, however, be remembered that during this period the people paid large sums, in addition to the revenue realisations, as direct "haks" and in all sort of illicit exactions.

3. On the other hand, the people are now paying the local fund cess of 1 anna in the rupee, or about 6¼ per cent. in addition to the Imperial assessment.

4. For the seventh period, or close of the original settlement, I have shown the pressure of the revised as well as original rates.

5. It will be seen that in the sixth and seventh periods the mean survey rate fell from Rs. 0-8-4 to Rs. 0-7-5, owing to the cultivation of unassessed land.

This table shows :—

(a.) That the revised rate of assessment with prices at 18 seers, and including local fund, is about one eighth lighter than the old rate of assessment was at the beginning of the third decade of the settlement with prices at 35 seers ; which rate has been proved to be low enough to produce all the benefits which a moderate settlement causes.

But (b) the revised rate with prices at 27¼ seers is about one fifth higher than the old rate at the beginning of the third decade of the settlement, and, allowing for Local Fund, is very nearly as high as the old rate during the second decade of the settlement with prices at 45½ seers, when the condition of the country was improving indeed, but only slowly.

And (c) if prices keep as low as in the present year the revised assessment will be heavier, not only than at any period during the original settlement, but than (allowing for Local Fund now and for remissions during period III.) even during the period of Mr. Pringle's settlement, when assessments were notoriously oppressively heavy, and the country in a most depressed state.

Other arguments also seem to me to show that an unduly large increase has been made in the revised assessments.

A sudden increase of as much as 50, 75, or 100 per cent. in the assessment of a taluka or group of villages, though it may bring assessments only up to a pitch with which the people were perfectly satisfied 10 or 20 years before, must still produce considerable inconvenience, and perhaps hardship, for it not only diminishes suddenly the amount which a ryot has become accustomed to spend on his living—in other words, his “standard of comfort”—but it causes a great change for the worse in his relation with his sowkar, a matter of no small importance. This consideration seems to me to have been somewhat overlooked.

I myself hold very strongly the theory of the Bombay settlements as opposed to that of a permanent settlement. It appears to me essential for the good financial administration of India that the State revenue from land shall rise in some proportion to the natural “unearned increment” of rent which occurs in all progressive states, and no one can study the discussions on this subject which are now going on in England without perceiving that modern economists all admit this theory, though it is also generally admitted that in Great Britain the State has parted with its claim to participate in this increase, which is not the case in the Bombay Presidency; but then it is equally clear that the increase of State revenue should not at any rate exceed the ratio of the natural increment of rent. Now an increase of 25 per cent. at the close of each 30 years’ settlement amounts to an increase of more than 90 per cent. in a century. I doubt if the natural increment of rent will be in a greater ratio than this. I have not been able to find in any book to which I have access an estimate of the ratio of the increase of agricultural rents in Great Britain, but I should doubt if they have trebled in the last century, and this includes the large increase due to improvements, which our survey law wisely excludes from consideration in deciding on enhancement of State assessment.*

It cannot, I think, be questioned that on a revision villages or tracts of country which during the term of the settlement have been specially benefited by the construction of railroads and roads, or by proximity to large markets, should bear a proportionately higher assessment in consequence. But it seems to me that this has been overdone. In Haveli Taluka, for instance, the maximum dry-crop rate in outlying villages was raised from Rs. 1-6-0 to Rs. 1-8-0, but in the villages close to Poona to Rs. 3-8-0. Difference of prices and markets cannot surely account for so very large a difference of rate, and I cannot but think that there has been some confusion between the agricultural value of land near large markets and its possible building value.

Finally, in comparing the results of our revised settlements made on the “field assessment” principle with those of other provinces settled on the “Mahalwar” system, or system of assessment of an estate in the lump, I would point out that the assessment in the first year, not in the last year, of the original settlement should be taken for purposes of comparison, for on the “Mahalwar” system the revenue does not rise during the term of settlement from the cultivation of waste land; on our system it does rise, and very considerably. In the eight Deccan talukas examined in this paper, revenue rose from the cultivation of waste during the term of settlement from Rs. 6,44,000 to Rs. 7,77,000, or 22 per cent. This increase alone, putting out of sight all enhancement of rates, is, I believe, as large as the enhancement usually made of late years on a revision of settlement in the North-West Provinces.

The conclusion to which an examination of this question has on the whole led me is that, though a great deal of nonsense has been talked about the exorbitant amount of our assessments, though the Survey officers, looking at the inflated prices of 1860–70, had much justification for the enhancement of rates they proposed, and though the distressed condition of the agricultural population generally, which undoubtedly exists, is due, not to over-assessment, but to another cause—their lamentable indebtedness; yet the enhancements of assessment already made have undoubtedly been far too great, and that Government might with advantage lay down as a general rule that the enhancement on a revision of settlement in the total demand on any taluka should not exceed 25 or 30 per cent.

* It is fair, however, to say that the agricultural rental of Scotland is said to have risen from two millions sterling to 5½ during the 20 years of the great French war, 1795 to 1815.

STATEMENT showing the Annual Amount realised from defaulting Ryots on account of Notice Fees, Interest, and Fines in the Poona Collectorate from 1865-66 to 1874-75.

Name of District.	Name of Taluka.	1865-66.			1866-67 to 1868-69.			1869-70.			1870-71.			1871-72.			1872-73.			1873-74.			1874-75.		
		Notice Fees.	Interest.	Fines.	Notice Fees.	Interest.	Fines.	Notice Fees.	Interest.	Fines.	Notice Fees.	Interest.	Fines.	Notice Fees.	Interest.	Fines.	Notice Fees.	Interest.	Fines.	Notice Fees.	Interest.	Fines.	Notice Fees.	Interest.	Fines.
		RS. A. P.	RS.	RS.	RS.	RS.	RS.	RS. A. P.	RS.	RS.	RS. A. P.	RS.	RS.	RS. A. P.	RS.	RS.	RS. A. P.	RS.	RS.	RS. A. P.	RS.	RS.	RS. A. P.	RS.	RS.
Poona.	Junnar -	—	—	—	—	—	—	—	—	—	159 0 0	15 11 0	—	287 0 0	28 12 0	—	406 0 0	28 6 4	—	466 0 0	127 11 0	—	67 12 0	—	28 0 0
	Indapur -	48 8 0	—	—	67 0 0	—	—	—	—	—	511 0 0	4 3 0	—	369 0 0	42 1 0	—	2,944 0 0	16 12 6	—	2,586 0 0	40 7 0	—	432 12 1	2 7 0	6 8 6
	Khed -	—	—	—	59 8 0	—	—	—	—	—	292 0 0	55 10 2	—	364 0 0	255 9 0	—	548 0 0	36 14 2	—	599 0 0	217 10 0	—	311 8 0	13 6 0	90 5 0
	Purandhar -	—	—	—	13 0 0	—	—	—	—	—	34 0 0	5 14 2	—	159 8 0	3 4 0	—	259 0 0	71 13 0	—	403 0 0	113 3 0	—	13 4 0	153 2 0	—
	Bhimthari -	—	—	—	—	—	—	—	—	—	454 0 0	9 3 6	—	584 0 0	113 1 1	—	3,329 4 0	42 7 9	—	1,206 14 6	25 1 6	—	1,580 6 0	14 13 1	49 0 9
	Sirur -	6 0 0	—	—	76 0 0	44 2 6	—	—	—	—	128 0 0	79 3 1	—	311 0 0	48 12 0	—	328 0 0	19 7 0	—	847 8 0	142 2 9	—	544 10 4	44 8 0	6 9 6
	Haveli -	—	—	—	70 6 0	—	—	—	—	—	110 0 0	29 4 0	—	494 8 0	40 1 0	—	776 0 0	3 12 0	—	827 0 0	36 12 0	—	827 2 0	—	298 2 0
	Mawal -	—	—	—	177 2 0	54 13 6	—	—	—	—	244 14 0	48 10 0	—	248 8 0	21 15 6	—	1,382 5 0	67 3 6	—	629 8 4	41 12 8	—	22 8 0	48 14 0	3 0 3
Total -		54 8 0	—	—	462 10 0	99 0 0	—	1,932 14 0	247 10 11	—	2,817 8 0	553 7 7	—	9,972 9 0	386 12 3	—	7,564 14 10	744 11 11	—	3,799 14 5	277 2 1	181 10 0	—	—	—

ABSTRACT.

Total Amount of Notice Fees for the District from 1865-66 to 1874-75	RS. A. P.
"	26,604 14 8
Interest	2,208 12 9
Fines	481 10 0

POONA COLLECTORATE.

RETURN showing the Result of Revenue Processes issued for the recovery of Government Revenue from defaulting Ryots in the last three years.

Talukas.	Years.	No. of defaulting Ryots.	Amount due.	Property attached, and the sale proceeds at auction.			REMARKS.
				Area of land.	Assessment.	Sale-proceeds.	
			RS. A. P.	ACRES. G.	RS. A.	RS. A. P.	
Indapur	1872-73	31	845 15 0	1,127 20	395 12	653 15 0	
	1873-74	170	4,146 9 8	6,589 26	2,966 4	1,805 2 10	
	1874-75	82	1,057 5 3	2,722 1	1,499 22	1,186 4 6	
Haveli	1872-73	8	70 9 0	173 14	75 13	94 3 0	
	1873-74	39	277 12 9	606 27	580 7	86 11 3	
	1874-75	88	2,097 1 4	2,455 11	2,758 4	274 13 0	
Sirur	1872-73	2	38 12 0	138 35	38 12	49 0 0	
	1873-74	53	856 6 3	1,840 32	1,295 4	788 7 3	
	1874-75	27	756 2 6	1,112 0	1,040 10	444 14 0	
Bhimthari	1872-73	—	—	—	—	—	
	1873-74	4,341	82,421 5 10	200,519 12	1,35,646 1	1,510 10 2	
	1874-75	148	1,976 2 9	3,825 0	2,401 8	686 13 0	

STATEMENT showing the Lands and other Moveable Property attached and sold for recovering the Arrears of Land Revenue in the disturbed Villages of Taluka Bhimthari, Poona District, in 1873-74.

TALUKA BHIMTHARI.

Name of Village.	No. of Khatas.	Outstanding Balance.	Survey Numbers attached and the Amount recovered from their Sale.				Amount recovered from the Sale of moveable Property.	REMARKS.
			Survey No.	Area.	Assessment.	Amount recovered from the Sale of Land.		
		RS. A. P.		ACRES. G.	RS. A.	RS. A. P.	RS. A. P.	
1. Supa	51	444 5 0	83	2,174 28	955 8	67 6 0	—	Of these 76 Nos. measuring 2,045 acres, assessed at Rs. 910, have been purchased by Government at a nominal price of 1 anna.
2. Dhond	87	1,689 13 8	215	5,351 25	3,042 14	124 4 0	—	Of these 203 Nos. measuring 5,024 acres, assessed at Rs. 2,917-14-0, have been purchased by Government at a nominal price of 1 anna.
3. Khedgaum	94	1,859 12 8	288	4,110 39	3,085 12	18 0 0	32 0 0	Of these 288 Nos. measuring 4,111 acres, assessed at Rs. 3,085-12-0, have been purchased by Government at a nominal price of 1 anna.
4. Dahitne	86	1,886 9 7	144	3,275 33	3,438 6	22 3 0	—	Of these 143 Nos., measuring 3,254 acres, assessed at Rs. 3,426-6-0, have been purchased by Government at a nominal price of 1 anna.
5. Ambikhurd	1	4 4 0	1	26 13	4 0	4 8 0	—	—
6. Kurkamb	43	780 13 2	114	3,079 6	1,318 3	34 14 0	—	Of these 111 Nos., measuring 3,019 acres, assessed at Rs. 1,273-3-0, have been purchased by Government at a nominal price of 1 anna.
7. Warwand	187	5,012 5 0	488	8,400 17	8,692 12	40 15 2	—	Of these 487 Nos., measuring 8,396 acres, assessed at Rs. 8,686-12-0, have been purchased by Government at a nominal price of 1 anna.
8. Kolwali	15	54 13 6	17	386 10	133 4	1 1 0	—	These holdings have been purchased by Government at a nominal price of 1 anna.
9. Rawangaum	42	728 12 2	94	1,868 21	1,098 7	5 14 0	—	
10. Baburdi	11	157 12 11	18	544 35	260 8	1 2 0	—	
11. Rahu	134	4,549 13 6	405	9,343 35	7,559 6	25 5 0	—	
12. Girim	49	696 10 2	301	1,470 19	1,250 0	18 13 0	—	
13. Padvi	78	864 3 2	239	4,626 28	1,593 3	14 15 0	—	
14. Sirsupal	210	2,474 2 8	562	4,751 2	4,151 15	35 2 0	—	
15. Khangaum	134	3,184 11 4	380	5,247 37	5,312 8	23 12 0	—	
16. Jalgaum	3	50 12 2	9	150 37	66 12	0 9 0	—	
17. Pimpalgaum	88	2,559 2 0	154	4,294 14	4,049 12	9 10 0	—	
Total	1,318	27,048 7 8	3,512	59,103 39	46,016 2	445 5 2	32 0 0	

IV.—REDUCTION OF ENHANCED ASSESSMENT BY THE GOVERNMENT.

Resolution of Government, No. 5,739, dated 29th October 1874.

The attention of His Excellency the Governor in Council has for some time past been anxiously directed to the effects of the revised rates of assessment introduced into certain parts of the Poona and Sholapur Collectorates.

2. The published reports on which these revisions have been sanctioned by Government show that the revised rates were not, taken as a whole, otherwise than moderate at the time they were imposed.

The following is an abstract of the results obtained :—

Name of Taluka.	No. of Culturable Acres under Old Assessment.	No. of Culturable Acres under New Assessment.	Total Old Assessment.	Total New Assessment.	Average per Acre under Old Assessment.	Average per Acre under revised Assessment.	Percentage Increase on the Whole.
			RS.	RS.	R. A. P.	R. A. P.	
Indapur - -	238,135	270,076	81,391	1,24,700	0 5 5	0 7 4	53
Sholapur - -	381,882	433,572	1,74,915	3,09,630	0 7 4	0 11 4	77
Madhe - -	—	—	1,00,580	1,78,050	—	0 9 4	77
Bhimthari - -	190,410	212,703	86,464	1,46,596	0 7 3	0 11 0	69
Pandharpur - -	84,273	90,798	36,048	63,979	0 6 10	0 11 3	77
Barsi - -	248,465	278,509	1,24,658	2,07,174	0 8 0	0 11 11	66
Haveli - -	127,610	146,745	80,965	1,34,768	0 10 2	0 14 7	66
Pabal - -	161,240	192,411	1,02,228	1,52,108	0 10 1	0 12 7	48
Supa (Petta) - -	147,244	159,227	59,926	78,788	0 6 6	0 7 11	36
Karmala - -	271,194	299,242	1,10,824	1,46,890	0 6 6	0 7 6	32

3. Owing to the very remarkable fall in prices that has taken place of late, Government have within the last two years not failed to enjoin on the officers of the survey a policy of moderation. The time has, however, now arrived when it is due to those officers to lay down more precise instructions for their guidance, and to decide the extent to which it will be right to modify past revisions so as to bring them into accord with the limited increases that will be obtained by future revisions.

4. Before proceeding to determine the limits of the increases to be henceforth imposed in Deccan Collectorates, His Excellency the Governor in Council will record briefly the reasons which make it imperative that the right to revise past settlements should not be foregone.

In the first place it must be borne in mind that the original assessments were imposed at a time when the country was in an extraordinary state of depression, when prices were extremely low, and when there were hardly any facilities of communication in the shape of wheeled carriage. It is unquestionable that in all these respects the condition of the country has materially improved. On these grounds alone, it would not, in the general interests of the State, be just to waive the claim to the enhancements which are rightly due, and the liability to pay which has long since been anticipated by the people themselves.

But there is another important consideration which must not be overlooked. The earlier original settlements were effected before the survey system had been matured and organised, and before the officers and their establishments had acquired the necessary knowledge and experience. The work was consequently exceedingly imperfect as regards measurement and valuation. Without, therefore, abandoning the equitable principles which are the essence of the survey system, it is necessary to correct obvious errors in measurement and valuation, and by this means to place the earlier settled districts on the same footing as those in which original settlements have been more recently introduced.

5. His Excellency in Council will now proceed to lay down the following precise rules as to limitation of increase. In doing so he has been influenced mainly by the consideration that it is not probable the higher prices which ruled during the last decade of the original settlements will be maintained :—

1st.—The increase of revenue in the case of a taluka or group of villages brought under the same maximum dry-crop rate shall not exceed 33 per cent.

2nd.—No increase exceeding 66 per cent. should be imposed on a single village without the circumstances of the case being specially reported for the orders of Government.

3rd.—No increase exceeding 100 per cent. shall in like manner be imposed on an individual holding.

6. It is desirable here to state the principles which should be adopted in dealing with the last description of increases. Putting fraud or obvious error in the calculation of the original assessment out of the question, these excessive increases in individual cases will be found to be due to one of three causes:—

1st.—To the assessment of land which was deducted by the original survey as unarable and unassessed, but nevertheless included within the limits of the original assessed number.

2nd.—To enlargement of the original assessed number by portions of neighbouring lands unassessed at the original settlement having been, with or without permission, encroached upon by the ryots, and cultivated together with the original assessed numbers.

3rd.—To the alterations that have been made (1) by the adoption of a different valuation scale, and (2) by putting a higher value on the soils themselves.

7.* A consideration of the first cause turns mainly on the construction to be put on Section XXX. of the Survey Act, and on what are to be held to be improvements. It is well known that the practice in making these deductions was exceedingly lax, and that much land really arable was deducted as unassessed, simply from its being then uncultivated and covered with bushes and grass. It is further well known that in the great majority of cases the only outlay that has been incurred by the cultivator in bringing such pieces of land under the plough has consisted in the labour of breaking them up. But, on the other hand, the Survey Act does not prescribe that the expenditure from private resources should be more than a particular sum, while in very many cases it would be impossible to say that the reclamation had not cost more than was at first sight apparent. His Excellency in Council, on the whole, attaches such great importance to maintaining strictly the principle enjoined by law of non-assessment of improvements made by private enterprise, that he is pleased to direct that the same area shall be deducted from each number as unassessed as was allowed at the original settlement.

8. As regards the second cause, His Excellency in Council is of opinion that lands so appropriated must be regularly valued and assessed by the Revision Survey, no matter what increase in assessment may thereby result.

9. As regards the last cause, it must be borne in mind that the officers employed in the infancy of the survey worked on varying scales of valuation, and that the systems they severally adopted were consequently more or less tentative or experimental. It was not till after the lapse of a few years that the then Superintendents of Survey were able to fix upon a uniform system of valuation, which was subsequently embodied in the joint report. However much, therefore, His Excellency in Council would wish to avoid extreme increases in the assessment on individual holdings, there can be no doubt about the superiority of the joint-report system, and of the absolute necessity for determining and upholding a classification of soils based as far as possible on correct and uniform data.

10. It is understood that the joint-report system was generally adopted a very few years after the introduction of the early assessments, and that consequently no alteration will be required to be made at future revisions. Explanation on this point should, however, be clearly given in future, and also for each future revision in respect to the extent to which it has been found necessary to alter and depart from the classification value originally fixed on the different descriptions of soils. The smallest extent of variation from the old valuation, consistent with the principle laid down in the last paragraph, should be permitted, and the greatest care should be taken to keep the valuation of the poorest and lighter soils low.

11. If the above rules are adhered to, the cases in which the enhancement of the assessment in individual holdings will be found to be in excess of the prescribed limit, will probably be very few. In order to prevent excessive individual increases, the fixed standard of valuation must not be abandoned. It will always be optional with Government to remit wholly, or in part, or for a particular period, such proportion of the increase in excess of 100 per cent. as may seem necessary; but the correct value of the land must be carefully ascertained on a uniform basis, and the proper assessment thereon duly calculated and recorded.

12. Lastly, it remains to be considered how the revised assessments that have already been introduced in certain parts of the Poona and Sholapur Collectorates can best be assimilated with the rates that will probably be introduced elsewhere in these Collectorates under the above instructions. In dealing with this question, the fact must not

* This paragraph was subsequently cancelled under orders of the Government of India.

be lost sight of, that the work of the earlier settlements was characterised by greater defects in respect to both measurement and classification than that done after some experience had been acquired. It was, therefore, to be expected that larger proportionate increases would be obtained by the first than by subsequent revisions; and the progressive decreases observable in the figures shown in the table in paragraph 2 are understood to be due chiefly to this cause.

After very careful consideration, His Excellency in Council is pleased to authorise the requisite reductions being made on the following principles :—

1st.*—Portions of cultivated numbers, hitherto unassessed, are to be deducted as laid down in paragraph 7 above, where it is practicable to do so.

3rd.—When this has been done, the maximum rates of the taluka are to be so reduced as to bring the increase in the total revenue demanded of a taluka or group of villages within the limits of 50 per cent. This having been done, any case in which the increase in a village is still above 75 per cent. or an individual holding above 100 per cent., should be specially reported for orders, with distinct recommendations from the survey officers whether further alterations are necessary, and if so, how they should be effected.

His Excellency in Council is of opinion that, for the reasons given in paragraph 12, this reduction will, in the cases alluded to, be sufficient.

13. His Excellency in Council hopes that in talukas settled subsequent to 1848, little or no field operations will be required, and that the revision of the assessment by a mere re-adjustment of the maximum rates will be found to be all that is necessary.

Resolution of Government, No. 4,515, dated 11th August 1875, directing a Reduction of Assessment in Taluka Mádha.

Resolution.—By Government Resolution No. 2,757 of 9th June 1871, the revision of the original settlement introduced in 1839–40 in the Mádha Taluka of the Sholapur Collectorate was sanctioned. The increase in demand caused by this revision was about 74 per cent., and for reasons fully stated in the Resolution, it then appeared to Government by no means excessive.

2. Since the issue of that Resolution, however, various considerations—the principal of which are the steady fall since 1871 in the prices of agricultural produce, and the probability that prices will range lower during the currency of the revised settlements than was anticipated from their course during the decade 1860–70, when the new rates for Mádha were sanctioned—have determined Government, as far as Poona and Sholapur were concerned, both to limit the increase of assessment to be made in future revisions, and to modify revisions already effected, so as to bring them into accord with those hereafter to be made. Resolution No. 5,739 of 29th October 1874 laid down rules to effect these objects, and by paragraph 12 of that Resolution it was directed that the rates imposed in talukas hitherto revised should be so reduced as to bring the increase over the old assessments within the limit of 50 per cent.

3. The new settlement of Mádha has therefore to be revised in accordance with this principle, and Government have now to determine the extent to which the reduction shall be carried, and the method in which it may most equitably and conveniently be effected.

4. After careful consideration, His Excellency the Governor in Council is pleased to decide as follows upon these points :—

1. The maximum rates per acre imposed by the original settlement were Rs. 0-13-2½ for one portion of the taluka, and Rs. 0-12-7¼ for the other portion. The maximum rates sanctioned for the revision were Rs. 1-4-0 per acre for a group of 15 villages, with special facilities for railway communication, and Rs. 1-2-0 per acre for the remaining 62 villages. These maximum rates must be lowered to Rs. 1-2-0 and Rs. 1-0-0 respectively.

2. The reduction thus effected will, in the opinion of Government, be quite sufficient for the more fertile lands. But there is reason to believe that in the classification of Mádha the medium and lower soils have generally been valued somewhat too high in proportion to the better soils. A modification of the valuation scale to meet this defect has therefore been arranged, and should be adopted throughout the taluka.

* This clause was subsequently cancelled.

5. The effect of these alterations will be as follows :—

Cultivated Area by New Measurement.	Old Assessment.	Revised Assessment originally sanctioned.	Assessment now fixed.	
ACRES. 303,655	RS. 1,00,631	RS. 1,74,448	RS. 1,42,208	.

6. The percentage increase of demand on the whole taluka will thus be lowered from 74 per cent. to 41 per cent., 15 per cent. of the difference being due to the reduction of valuation of the poorer soils, and 18 per cent. to the alteration in the maximum rates.

Of the gross increase of $41\frac{1}{2}$ per cent., about 19 per cent. is due not to increase of rates, but to the assessment of lands left unassessed at the original settlement but appropriated by the cultivators during its term. Such additions, it has been already decided (*vide* paragraph 8 of Government Resolution No. 5,739 of 29th October 1874), must be now assessed.

The average rate of assessment per acre will be annas 7-6, against about annas 6 under the original settlement, and annas 9-4 by the revised rates at first sanctioned.

And the rates of assessment will vary from Rs. 1-2-0 per acre on the best and most favourably situated lands to pies 9 per acre on the poorest soils capable of cultivation.

7. For the following reasons His Excellency the Governor in Council is of opinion that the rates now imposed are extremely moderate, and the increase in assessment the least that in justice to the rest of the country can be made.

8. Before the introduction of the original settlement in 1839 the nominal average rate of assessment was about $12\frac{1}{2}$ annas an acre; the realisations, deducting remissions, averaged about $7\frac{1}{2}$ annas an acre, to which must be added haks and illicit exactions to a considerable amount. The price of the staple, jowari, for the five years preceding 1839 was about 65 seers the rupee. For the first 10 years of the original settlement, during which period the taluka increased rapidly in prosperity, the average price was about 55 seers, the average assessment rate being 6 annas. During the last decade of the original settlement the price averaged 25 seers, but for the last year or two it has fallen to from 35 to 40 seers. Assuming that the average price for the future will be as low as 40 seers, the weight of assessment will be much less than half that of the old nominal rate before 1839, about 30 per cent. less than that of the actual realisations, and considerably lighter than that of the original survey assessment when introduced.

9. Independently of prices, the increase in the population, material wealth, and value of land in Mádha during the last 30 years would justify an increase of assessment. Population has increased 26 per cent., plough cattle 15 per cent., ploughs 38 per cent., wells 65 per cent., carts 204 per cent., cultivation has increased 35 per cent., and the amount of arable waste land is only 170 acres out of over 300,000. And whereas at the introduction of the original settlement it was stated that ordinary Government land had no saleable value, such land was found at the revision to be selling at 12 to 15 times its assessment.

10. At the introduction of the original survey the means of communication were extremely defective. The railway of course did not exist, and there were hardly any roads passable for carts. The railway now passes through a portion of the taluka, and it is traversed by several good roads; the enormous increase in the number of carts shows the improvement in communications, which means of course a better market for produce.

11. It has been estimated by the Revenue and Survey Commissioners that, taking into consideration the bad seasons common in this part of the Deccan, the average out-turn per acre of jowari, the staple of the taluka, is at least lbs. 160, or 2 maunds, and some authorities put it at double this. At this very low estimate the value of the produce of the taluka at 40 seers the rupee would be (Rs. 2 $\times$ 300,000 acres) about 6 lakhs of rupees. But as the straw, which is valuable, has not been included in this computation, and as about $\frac{1}{3}$ of the arable area is under crops—sugar, rice, cotton, &c.—more valuable than the staple grains, at least 3 lacks should be added to the above estimate. According to this, the revised assessment now fixed represents only between $\frac{1}{6}$ and $\frac{1}{7}$ of the gross produce of the taluka. Again, if the whole taluka was let out by the land-owners at a grain rental of $\frac{1}{3}$ the produce, which is the usual rate, the assessment would amount to less than $\frac{1}{2}$ the rent.

12. On the whole, then, the settlement now sanctioned must be considered an extremely light one. It only remains to inquire whether these rates will cause an inadmissible increase in particular villages.

13. The chief doubt is regarding the 15 villages placed in the higher or Rs. 1-2-0 group. These were formerly the villages worst off in point of facilities for communication, and were consequently very lowly assessed by the original settlement. They are now close to railway stations, and for this reason have properly been assessed at a special rate somewhat higher than that of the rest of the taluka. Hence in them the increase in assessment is 61 per cent., against 41 per cent. in the taluka generally, and two of them have been raised as much as 152 and 110 per cent. respectively. This is partly due to the assessment of encroachments. But the valuation of some of these villages is very high. The average classification of some, for instance, appears to be 13 or 14 annas out of 16, and though it is understood that the land of these villages consists almost entirely of alluvial soil of remarkable fertility, yet this valuation for the Deccan is unusually high. Colonel Francis should, if he has not already done so, specially inquire into and report on the classification of these villages. If it is wrong, it must be corrected; but if, on the other hand, it is accurate, an average rate of 14 or 15 annas cannot be considered as other than very moderate for land of such fertility as this classification indicates. Government will decline to make any further reduction, and the people should consider themselves very fortunate in having enjoyed their land so long at wholly inadequate rates.

Resolution of Government, No. 4,980, dated 30th August 1875, directing a reduction of assessment in Taluka Bhimthari.

RESOLUTION.—The Survey and Settlement Commissioner, N.D., now submits proposals regarding the reduction of the revised assessments of Taluka Bhimthari of the Poona Collectorate, sanctioned by Government Resolution No. 5,918 of 30th November 1872, in accordance with the principles laid down by Government Resolution No. 5,739, of 29th October 1874.

2. It will be well, before considering the proposals of the Survey Commissioner, to recapitulate briefly the facts connected with the revenue history of this taluka which guided Government in deciding on the revised rates of assessment sanctioned in 1872.

3. The original survey settlement was introduced in 1839 and 1840. At that time the condition of the taluka was represented as most deplorable. "I am at a loss," says Lieutenant Nash, the settlement officer, writing in 1838, "to convey the idea of poverty and ruin which I have received during my residence here." Several causes—the ravages of Holkar's army in the beginning of the century, the dreadful famine which followed that campaign, and was repeated two or three times in the next 20 years, the violent epidemic of cholera which raged about 1820, the heavy fall of prices after the introduction of British rule, and the consequent oppressive weight of the old Mahratta rates of assessment—were assigned by the settlement officers as having all contributed to produce this lamentable result. More than half the arable land of the taluka was waste, and much of it covered with thick thorny jungle difficult to eradicate. The average rate of Government assessment was about $13\frac{1}{2}$ annas an acre, in addition to "haks" and illicit exactions to a considerable amount, but so utterly pauperised were the people that the realisations of revenue averaged hardly half of the nominal assessment. In the ten years immediately preceding the settlement the actual annual collections averaged only Rs. 26,661; not less than Rs. 13,567 were annually remitted, and in addition nearly a lakh of rupees were outstanding, and were finally written off on the introduction of the settlement.

4. To remedy this state of things Government determined, on the introduction of the Survey Settlement, which gave the peasantry generally for the first time the advantages of fixity of tenure and of Government demand, to reduce very considerably the existing rates of assessment. The maximum rates adopted varied in the two divisions of the present taluka from $13\frac{1}{4}$ annas to 15 annas an acre, to allow for climatic differences; but they gave an average rate on the area then cultivated of annas 7 per acre against the old nominal rate of annas $13\frac{1}{2}$, and the people were still further relieved by the abolition of direct "haks" and cesses in 1844.

5. The effect of the settlement, both financially and on the condition of the people, was most satisfactory. Nearly half the waste land was taken up in the first year, and the actual annual collections for the first decade of the term averaged Rs. 43,407, for the second decade Rs. 57,850, and for the last decade Rs. 72,588, against Rs. 26,661 for the decade immediately preceding the settlement. The assessment of cultivated lands in the last year being Rs. 81,475, the effect of the settlement has been to more than treble Government revenue.

6. The condition of the people improved equally with the Government revenue. In 1838 more than 50 per cent. of arable land was waste; in 1871 only 1 per cent. Population increased during the term of the settlement $39\frac{1}{2}$ per cent., agricultural cattle 19 per cent., ploughs $22\frac{1}{2}$ per cent., carts 270 per cent., and wells 40 per cent. Government land was unsaleable in 1838; during the last five years of the settlement, examination of the registration records showed that it fetched from 10 to 52 times its assessment. Thirty years ago there were no made roads, and communication was costly and difficult; the taluka is now traversed by the railway and by several excellent roads, and the increase in the number of carts indicates the extent to which the people avail themselves of the new facilities of communication with markets.

7. The staple products of the taluka are jowari and bajri. In the first decade of the settlement the prices of these grains at Yewat, the principal local mart, averaged $45\frac{1}{2}$ and $36\frac{1}{2}$ seers per rupee respectively, having been for three years of that period as low as 64 and 52 seers. In the second decade, 1851-60, they averaged 36 and 29 seers, and from 1861 to 1870 only $19\frac{1}{3}$ and 15 seers. Prices, therefore, more than doubled, and the pressure of the assessment originally imposed was reduced more than one half during the term of the settlement.

8. Looking to the great increase in the prosperity of the district, to the immense rise in prices, to the greater demand for and consequently enhanced value of land, and to the improvement in means of communication with markets, Government were of opinion, when the term of settlement expired, that the taluka could well bear a considerable enhancement of assessment. The measurement and classification of the taluka having been revised, the 53 villages which are comprised in it were arranged in four groups with reference to the climate of each village (the rainfall in the eastern portion of the district being scantier and more uncertain than in the western) and to its proximity to markets, and for each group a maximum dry-crop rate of assessment of Rs. 1-12-0, Rs. 1-8-0, Rs. 1-4-0, or Rs. 1-2-0 was fixed in lieu of the original maximum rates of annas 15 and annas $13\frac{1}{4}$.

9. The result was to raise the total assessment from Rs. 81,475 to Rs. 1,33,131, or about 63 per cent. About 22,000 acres were found, however, on re-measurement, to be held in excess of the old measurements, and the real increase of rates was thus about 53 per cent. The old nominal average rate was annas 7-3 per acre, but the real rate, including land held unassessed in excess of the recorded area, was annas 6-6, and this was raised to an average of annas 10-8.

10. The revised rates were approved on the assumption that the average price of the two staple grains during the currency of the revised settlement would not be lower than 26 and 20 seers per rupee respectively,* or about 25 per cent. below the average prices for the last decade of the original settlement. For reasons given in paragraph 23 of the Survey Commissioner's Report No. 1,636 of November 28th, 1871, it appeared reasonable to anticipate that a greater fall in prices than this would not occur, and if this anticipation had proved correct the revised rates would not, in the opinion of his Excellency in Council, have been by any means excessive, since, taking prices alone as the criterion, and leaving out of sight all other considerations which might justify an increase of demand, the pressure of the new rates would have been about 20 per cent. lighter than that of the original rates, under which the district so greatly improved during the first 10 years of their currency.

11. Experience has, however, shown that the effect of the economical causes which now tend to produce a fall in prices was under-estimated. Recent local prices in the Yewat market are not forthcoming, but they appear to average about 10 per cent. lower than at Poona, and the prices of jowari and bajri in the Poona market for the last 18 months have averaged 30 seers and 23 seers respectively. The incidence of the assessment is consequently about 20 per cent. heavier than in 1872 it was calculated that it would be.

12. His Excellency the Governor in Council is of opinion that the estimate of probable average prices of produce during the term of the revised settlement on which the rates were based is likely to prove too high, and he therefore considers it right that the new assessment shall be largely reduced.

13. As there seems to be no reason to question the correctness of the grouping of villages according to their maximum rates, Colonel Francis proposes to effect the reduction in the following manner, on the same principle as has been adopted for the taluka of Mádha, in Sholapur:—

(a.) The maximum dry-crop rates to be reduced by 2 annas all round, being fixed at Rs. 1-10-0 to Rs. 1-0-0, instead of at Rs. 1-12-0 to Rs. 1-2-0. This

measure will lower the revised assessment from Rs. 1,33,131 to Rs. 1,22,527, and will reduce the percentage increase over the old assessment from 63 per cent. to 50 per cent. This, Government concur with Colonel Francis in thinking, will afford sufficient relief to the better soils, but there is some reason to believe that by the scale of classification adopted for the revised settlement, the medium and poorer soils have been valued somewhat too high in proportion to the more fertile lands, and Colonel Francis therefore proposes—

(b.) A modification of the valuation scale such as has been sanctioned for Mádha to meet this difficulty. This measure will further lower the new assessment to Rs. 1,11,468, and will reduce the percentage increase on the old assessment to 37 per cent., the new average rate being thus annas 8-11 per acre, against annas 6-6.

14. This increase, it will be observed, is much less than that which was declared to be generally permissible by paragraph 12 of the Government Resolution No. 5,739 of 29th October 1874, and even supposing prices to remain as low as they are at present, the pressure of the revised assessment will be considerably less than that of the original settlement at its introduction. But Government concur with Colonel Francis in considering that the extreme uncertainty of the rainfall in Bhimthari renders it advisable to treat this taluka with special liberality. Even with the extremely moderate rates now imposed, the financial results of the Survey Settlement in Bhimthari cannot be considered other than satisfactory, since the annual realisable revenue will have more than quadrupled in 40 years.

15. On none of the four groups of villages will the increase in assessment be higher than 46 per cent., and in one village only is it as high as 69 per cent. The special measures contemplated in paragraph 12 of the Resolution of 29th October 1874 will not, therefore, be required, but Colonel Francis should report any instances of excessive increase on individual holdings which may appear to him to call for special treatment. On the other hand, there are two villages in which the old rates will be reduced by 28 per cent. and 10 per cent. respectively; but with regard to the first of these villages Colonel Francis has formerly reported that, owing to a manifest error in the original survey valuation, it has been hitherto assessed nearly 40 per cent. higher than it should have been in comparison with neighbouring villages.

16. In sanctioning these proposals, his Excellency the Governor in Council desires that Colonel Francis will use his utmost efforts that the corrected rates may be brought into operation in as many of the revised talukas as possible at the ensuing Jamabandi. Government will be glad to sanction any increased establishment that may be required for this purpose.

Resolution of Government No. 5,200, dated 11th September 1875, directing a reduction of assessment in Taluka Indapur.

RESOLUTION.—These papers contain the proposals of the Survey Commissioner, N.D., for the correction of the revised assessment of the Indapur Taluka in accordance with the principles laid down in Government Resolution No. 5,739 of 29th October 1874.

2. Indapur was the first taluka to come under the revision settlement, and all points connected with the past revenue history, past and present condition, and revenue-paying capacities of the taluka, were fully and exhaustively discussed in the correspondence ending with Government Resolution No. 1,211 of 27th March 1868, which sanctioned finally the revised assessments. It is not, therefore, needful to recapitulate the considerations which led the then Government to decide on the rates of assessment now in force. Suffice it to say that the Secretary of State (paragraph 3 of his Despatch No. 47 of 25th June 1868) approved of them in the following terms:—

“No room is left to doubt that the new rates have been fixed at an amount fully justified by the improved circumstances of the district, and even below that which the average prices of the last few years may have seemed to require.”

3. Since the revised settlement was introduced, and the above-cited despatch was received, prices have fallen greatly, and it is the strong probability that they will, during the term of the settlement, range lower than was anticipated when the rates were fixed that has induced his Excellency the Governor in Council to determine on a reduction of assessment originally by no means excessive.

4. During the long discussion which ended with the Resolution of October last, it appeared to be the general opinion of the revenue officers most competent to form a judgment that the maximum rates imposed in Indapur are not too high, even with the lower prices now prevailing, but that the medium and poorer soils have been valued too

high in comparison with the best lands. Colonel Francis, in his present proposals, has adopted this view. The maximum rates sanctioned for Indapur were, for the Kasba town itself, Rs. 1-2-0 per acre, and for the rest of the taluka Rs. 1-0-0 or Rs. 0-14-0, according to the climate or situation of each village. These rates are 2 annas lower than the corrected maximum rates lately sanctioned for the Mádha Taluka of Sholapur, which in climate has a slight advantage over Indapur, and than those recently adopted for that portion of the Bhimthari Taluka of Poona, the average rainfall of which is little better than that of Indapur, and they may stand; and to these maximum rates the reduced scale of valuation for the lower and medium soils already approved for Mádha and Bhimthari may be applied.

5. The result will be as follows :—

The original survey assessment of the 78 villages now included in the taluka was Rs. 81,184, and the average rate per acre annas 4 pies 10. The assessment was raised by the revision to Rs. 1,25,845, and the average rate to annas 7 pies 7, an increase of 55 per cent. By the modification now sanctioned, the total assessment is reduced to Rs. 1,13,142, and the average rate per acre to annas 6 pies 9, the increase over the original assessment being reduced to 39 per cent.

6. Colonel Francis, however, explains that for three villages, Nos. 34, 40, and 59, he has lowered the valuation scale one class all round, instead of reducing the classification of the medium and lower soils only. Unless the Survey Commissioner had reason to believe that the standard of classification generally in these villages was high, Government do not approve of this, as it clearly amounts to valuing them unduly low as compared with other villages of the taluka. But Colonel Francis states that he can personally answer for the correctness of the classification of these villages, and this being the case Government see no reason for assessing them lower than the rest of the taluka.

MISCELLANEOUS PAPERS.

Extract from a Note by Mr. W. G. Pedder on the Experiments made to ascertain the Average Value of the Produce of different sorts of Land.

The following is an abstract of the results of the experiments in all the Collectorate :—

Collectorate.	Crop.	Average Value of Produce per Acre.	Average Rate of Assessment per Acre.	Proportion of Assessment to Produce.
Broach	Jowar	Rs. 30 13 0	Rs. 4 7 0	$\frac{1}{7}$
	Wheat	29 10 0	4 7 0	$\frac{1}{6\frac{1}{2}}$
Poona	Bajri	10 10 0	0 11 5	$\frac{1}{14\frac{1}{2}}$
	Jowar	20 12 0	1 1 0	$\frac{1}{19}$
Nasik	Bajri	11 5 0	0 10 8	$\frac{1}{17}$
	Wheat	22 5 0	0 14 10	$\frac{1}{24}$
Nagar	Bajri	8 5 0	0 10 4	$\frac{1}{12}$
Sholapur	Jowar	25 14 0	0 11 9	$\frac{1}{35\frac{1}{2}}$
	Wheat	15 3 0	0 10 0	$\frac{1}{24}$
Kolaba	Rice	24 8 0	3 3 5	$7\frac{3}{4}$
Dharwar	Rice	49 1 0	2 4 10	$\frac{1}{21\frac{1}{2}}$
	Dry crops	25 14 0	0 9 6	$\frac{1}{43\frac{1}{2}}$
Canara	Rice	51 6 0	3 5 0	$\frac{1}{15\frac{1}{2}}$
	Dry crops	23 7 0	0 8 3	$\frac{1}{45\frac{1}{2}}$

• In Poona, Nasik, Nagar, Kolaba, and Dharwar the rates of assessment given appear to be those fixed by the original settlement; in Canara and Sholapur the revised rates seem to have been given, and in Broach the rates are the new ones in some of the experiments, and the old ones in others.

I will now make a few remarks upon various points which have occurred to me in looking through these papers:—

1st.—All the officers concerned very justly observe that these experiments are not on a sufficiently extensive scale to be at all conclusive. The induction from the ascertained produce of perhaps $\frac{1}{50}$ part of a field to the produce of its whole area is not to be depended on; still less is the induction from the produce of one field estimated in this manner to the average produce of many thousand fields. At the same time these experiments have been made, evidently with great care by experienced officers, who are able to judge whether they have taken for the trials crops and prices which do represent a pretty fair average of the district or tract of country selected; and they appear to me to be far from valueless. They at any rate show that, making all the allowances and corrections which the Revenue Commissioner, Southern Division, has shown should be made on a considerable number of fields selected as representing a fair average of a good many districts, the proportion of assessment to produce is hardly ever more than $\frac{1}{6}$, and generally very much less; and they at least refute the random assertions which have been lately made that Government assessment in this Presidency represents $\frac{1}{3}$ or $\frac{1}{2}$ of the gross produce. I may also mention that the results for Broach (making allowance for what I believe to be a fact, that the pitch of assessment in Broach has always been exceptionally high) agree very closely with estimates which I once made while a settlement officer in Guzerat, and which were published in early numbers of the "Indian Economist." And I would also notice that the general results are very fairly corroborated by the statements made in the 2nd chapter of the pamphlet recently published by the "Poona Sarvajanic Subha." In that chapter, inquiries made from the ryots themselves as to the value of produce and rates of assessment in different parts of the country are summarised. The examples given are of course selected to show instances of over assessment. But, making the allowances taken by the authors themselves for bad seasons, the average proportion in all seasons of assessment to produce is only $\frac{1}{6}$.

The suggestion of the Revenue Commissioner that these experiments should be continued for a number of years should, I think, be approved. This will enable us after a few years to make an annual estimate of the value of the agricultural produce of the Presidency. I may mention that this is done in the central provinces, the mode of calculation being as follows:—At the time of settlement the average produce per acre of different crops was estimated as carefully as possible, by actual experiments and by minute inquiries of the people, by the settlement officers for each district, and the results were recorded as a standard. Each year the native revenue officials and collectors submit careful estimates of the proportion (in annas of a rupee) by which each crop of the season exceeds or falls short of the recorded average. The Commissioners apply the information thus obtained to the areas of land cultivated with each crop, which areas, as in Bombay, are given in the annual revenue report of each collector. The average wholesale prices of the year being applied to the quantities of produce thus obtained, a rough, but, not altogether untrustworthy, estimate of the total annual value of agricultural produce is arrived at.

2nd.—Several officers remark on the want of any proportion between the quantities of produce given by these experiments and the survey valuation of the fields. The survey officers, however, appear to be quite right in holding that the establishment of any such proportion was not to be expected. The fact is that the survey classification can but give the comparative valuations of different soils on an average, and on the presumption that they are cultivated with similar conditions of tillage, of manuring, of season, &c. Not only, as Colonel Waddington and Colonel Prescott point out, do greater skill and care in the cultivation of poor land often pull its returns up to those of good land, but also it is notorious that, especially in tracts of scanty rainfall, the mere fact of rain falling, favourably or otherwise, with reference to the time of sowing a particular crop, affects its outturn very much. A curious illustration of the effect of a favourable monsoon on produce is given in these very experiments. Karmala, in Sholapur, is represented as generally inferior in productiveness to Barsi, yet the experiments, which have been conducted with the greatest care, show the proportion of assessment to produce (jowar) as $\frac{1}{84.8}$ in the former taluka as $\frac{1}{14.4}$ in the latter. The explanation is clearly that the season in Karmala was the best that has been known for 40 years.

It would be a great mistake to infer from these experiments that the produce of different qualities of soils does not vary much, and that the survey classification is

of little or no value. In the opinion of the people, on the contrary, as is noticed in these papers, the survey valuation is apt to err by making not too much, but too little, difference between the better and the poorer soils.

3rd.—Some of the officers who have written in this correspondence seem to have an idea that if the settlement were a perfect one, the proportion of produce which represents the Government assessment would on an average be the same on all soils and in all different districts. It is thought that as our predecessors took, and the chiefs of Kattywar still take, from the cultivators produce rents of $\frac{1}{3}$ or $\frac{1}{4}$ the produce, we have nothing to do but to fix our cash assessment at a proportion to the average value of produce of $\frac{1}{7}$, $\frac{1}{10}$, or $\frac{1}{14}$, and we are extremely moderate and quite safe in our demands. Certainly the notion that the assessment should represent a small and uniform proportion of the produce has great vogue at present in the native press and among native politicians, and it is so entirely erroneous, so completely opposed to the leading principle of the Bombay settlement, and so very mischief, that I hope the Chief Secretary will pardon my taking up some of his time in discussing it.

So far from any uniformity in proportion of assessment to produce being either desirable or practicable, it is the fact that on one soil or in one district a proportion of $\frac{1}{10}$ or $\frac{1}{15}$ may be heavier and more burdensome than a proportion of $\frac{1}{4}$ or $\frac{1}{6}$ on another soil or in another district, and the "reason why" I hope to make clear below.

In the first place a money rent calculated on a fixed share of average produce is not the same thing as a produce rent. The *métayer* or "Battai" system, with many disadvantages, has one great advantage, that it is self-adjusting within the agricultural year. If the ryot has a poor crop, he pays but a small rent; if prices are low, the rent he pays, estimated in money, is proportionately low. This is evidently not the case if the share of produce has been commuted for a fixed money payment. That payment may on an average amount to only $\frac{1}{10}$ of the produce, but in a bad year it may be equal to $\frac{1}{3}$, and in reality, therefore, the landlord (or Government, as the case may be) takes from the cultivator a larger proportion of the produce in years in which he can least afford to pay it.

But, secondly, a produce or customary rent differs essentially from what political economists mean by rent. The latter rent "is greatest on the most fertile land, and " decreases on worse soils till we come to the worst which can be cultivated, when the " cost of cultivation absorbs the whole produce, and no rent can be paid at all." The theory is so well known, and has been so often explained in standard works on Political Economy, that I will not waste time in expounding it, but I would refer to Sir G. Wingate's admirable paper on the Original Settlement of the Indapur Taluka (published in No. CVII., New Series, of Bombay Selections), which ought to be studied by every revenue officer. In that paper Sir George shows the essential difference between the principle of Mr. Pringle's Deccan settlement, by which a fixed and uniform proportion of the net produce* of all qualities of soil was taken as assessment, and the principle of the settlement which he and Mr. Goldsmid first applied.

Mr. Pringle's settlement entirely broke down; we know how successful the Wingate settlement has been.

Before applying the theory explained by Sir G. Wingate to the facts of the present experiments, I will first point out what the economic effect of a money assessment calculated on a fixed share of produce must be. It must operate in one of two ways. If the whole land of the country belong to Government and is treated in the same way, and if there is no large importation of food, an assessment equal to $\frac{1}{10}$ the produce of all soils simply raises the price of agricultural produce by $\frac{1}{10}$; the assessment is no longer a rent or a rentcharge; it is a tax on produce. If this is not the case, if there is a competition in the market of lands not assessed in this way, the worst soils then, which will only just support their cultivators, are kept out of cultivation, for, *ex postulato*, they cannot afford to pay any part of their produce as rent. This partly explains the great increase of cultivation which in tracts containing much waste has followed the introduction of the Survey Settlement. I myself have settled many villages in Khandesh in which the old rate was a uniform one of 4 or 8 annas a bigha. The people did not complain of this rate on the better lands which they already cultivated, but that they could not afford to cultivate the poorer soils, and immediately began to take up the latter lands on the imposition of a properly graduated assessment.

The difference, very broadly stated, between the Pringle and the Wingate system is this:—Pringle took an equal proportion of the net produce of all soils for Government;

Wingate left an equal return from the net produce of all soils to the cultivators. I will apply the two principles to the cases of Broach and Poona as shown by these experiments.

Assuming the experiments to be trustworthy, the gross produce of an acre of jowari, the food staple of Broach, is worth Rs. 30-13-0; that of an acre of bajri, the food staple of Poona, is worth Rs. 10-1-0. We will assume that in each case Rs. 5 is required

* Of course I do not mean to say that the cost of cultivation does not vary in different districts; but this does not affect the argument.

to replace seed, agricultural implements, &c.* Then in Broach, the net produce is worth Rs. 25-13-0, in Poona only Rs. 5-10-0. If $\frac{1}{10}$ of gross produce is taken in each case, the Poona cultivator will have Rs. 4-9-0 per acre left for his subsistence and profit, the Broach cultivator will have Rs. 22-12-0. As it is, the Poona cultivator, who pays about $\frac{1}{3}$ of his gross produce as assessment, has Rs. 4-14-6 left; the Broach cultivator, who pays $\frac{1}{7}$, has Rs. 21-6-0. It would thus appear that the Poona district is really assessed more than four times as heavily as Broach. But then another consideration comes in—the different pressure of the population on the land in the two districts. Broach is much more densely peopled than Poona, and I imagine that the average area of a holding in Broach is about 10 acres, in Poona about 30. If so, the Broach cultivator, paying about Rs. 44 assessment, has about Rs. 213 for his subsistence; the Poona cultivator, paying about Rs. 22, has about Rs. 145. If the differences of cost of cultivation could be ascertained, it is likely that the real pressure of the assessment in the two districts would be found to differ less than this. Besides, the standard of comfort is probably higher in Broach than in Poona.

Put in another way, it is correct to say that assessments are higher in Broach than in Poona because rents are higher, and that rents are higher because there is a greater demand for land.

But it may of course be said that the rents paid by peasants cultivating for subsistence, as in India, are regulated quite differently from rents paid by capitalist farmers cultivating for profit, as in England. Mr. Mill explains the difference very clearly: “The worst land,” he says, “which can be cultivated *as a means of subsistence* is that which will just replace the seed and the food and necessities of the labourers employed on it. This supposition leaves nothing for profits, nor anything for the labourers except necessities; it can therefore be cultivated by the labourers themselves, or at a pecuniary loss; *a fortiori* it cannot afford a rent. The worst land which can be cultivated *as an investment for capital* is that which not only replaces the seed and pay the wages of the surplus labourers, but leaves for those who have advanced the wages a surplus equal to the profit which they could have expected from another employment of their capital;” *i.e.*, what regulates the capitalist farmer’s rent is the ordinary rate of profit; *what regulates the peasant cultivator’s rent* (not being a customary but a competition rent) is the ordinary cost of his subsistence—in other words, his ordinary “standard of comfort”; and the means of at least supplying him with a subsistence at this ordinary standard of comfort is what Wingate’s principle of assessment leaves him.

This leads me to the most important portion of this argument.

The conclusion with which Mr. Knight’s vigorous writings have made us all familiar,—that the rates of Government assessment should increase in proportion to a general and permanent rise in the prices of agricultural produce,—is based on the assumption that Government assessment is, or should be, a fixed and definite proportion of the gross or net produce. Granting this assumption, the argument cannot be refuted. If the assessment in 1840 averaged in a particular district Rs. 1 an acre, and this was equivalent to $\frac{1}{10}$ the produce with grain at 1 rupee a maund, it being assumed that $\frac{1}{10}$ the produce is a fair assessment, it is perfectly clear that when, in 1870, grain has risen to Rs. 3 a maund, the assessments should be raised to Rs. 3 an acre. Differences in rates of wages, &c. &c. have nothing to do with the question; if the $\frac{1}{10}$ produce is a fair assessment, it is equally fair whatever the price of grain may be.

But the case is entirely altered if we consider the assessment not as a tax of a certain proportion of the produce, but as a rent regulated and determined by the ordinary standard of comfort among the peasantry at a particular time. If in 1840 the ordinary subsistence of a peasant was represented by the then equivalent of 10 maunds of grain, but in 1870 it is represented by the equivalent of 20 maunds, it is evident that (assuming the efficiency of cultivation to have remained the same) the assessment of Rs. 1 an acre with grain at Rs. 1 can only rise to an assessment of Rs. $1\frac{1}{2}$ with grain at Rs. 3, unless the standard of comfort among the peasantry is to be lowered.

Now to raise the standard of the peasant’s subsistence was the main object of Wingate’s settlement. Its success must be judged of chiefly by whether it has attained this end; and there is very strong evidence indeed that it has attained it. No one, I think,

• can doubt that the cultivators generally are better off, live in greater comfort, and possess more household utensils, money, stock, and moveable property generally, than in the days when their authors wrote "The Deccan Ryot" and the earliest settlement reports. This indeed is demonstrable. The cultivated area has increased in a larger proportion than either population or revenue, and each cultivator must therefore have a larger quantity of produce. If so, we should surely be very careful how we run the risk of again pulling down this standard of comfort, still low enough, by raising our assessments in some theoretical proportion to the increase in the price of produce.

It may of course be said that the legitimate conclusion of this argument is that the cultivators should be altogether freed from liability to assessment, or that the assessment should be permanently fixed. I do not think so. Other sets of considerations come in here, too long for me to deal with, but which I may just indicate. One set of questions regards the State, whether it is for the interest of all classes to part with the rent of land, now belonging to the State, as a source of revenue. Another regards the cultivating classes themselves whether, if the State make them a present of this rent they would be able to retain it and to add it to their means of subsistence; whether the right to buy it would not pass into the hands of other classes; if so, of what character these classes would be, and what is likely to be the nature of their relations with their tenants and with the land; and whether a rack-rent, levied by private landlords, would not be more burdensome than a moderate rent-charge levied by the State.

*Extract from the Report of the Committee of the Poona Sarvajanic Sabha,
Chapter III.*

Before proceeding to summarise the evidence on this head, it is necessary, for a clear understanding of the subject, to fix accurately what is the nature and character of the State demand on land. It is owing to a confusion of thought upon this preliminary point that the interminable controversy regarding the land question originates, and so long as this confusion lasts the controversy can lead to no good. It is useless in this connexion to cite the precedents of the old Hindoo and Mahomedan despotisms. The rule of the British Government has lasted sufficiently long in this country to have founded a policy and precedent of its own, and its action must be judged by its own deliberately made professions and guarantees. With regard to this question of land revenue, the late Court of Directors on two different occasions enunciated their views in language which leaves no room to doubt what their opinion on the subject was. As early as 1844 the Court of Directors, in a despatch dated 27th March 1844, observe that the right of Government consists in its title to receive from the "Mirasdar" a share of the produce of the land, or, more strictly, "a share of the surplus produce after payment of the expenses of cultivation." The despatch lays down rules to regulate the relations between Inamdars and their tenants; and, as the Inamdar is the assignee of the Government interest in land, what the Court of Directors observed with regard to the title of Mirasdar as against the Inamdar holds equally good as against the Government, whose alienee the Inamdar is. In another despatch of the year 1856, which Sir Bartle Frere quoted in his evidence before the Parliamentary Select Committee on Indian Finance, the Court of Directors state the official view as to what the land revenue should be in the following terms:—"The officers engaged in the duty of fixing the assessment should always bear in mind that the right of Government is not a rent, which consists of all the surplus produce after paying the cost of cultivation and the profits of agricultural stock, but is a land revenue only, which ought, if possible, to be so lightly assessed as to leave a surplus or rent to the occupier, whether in fact he lets the land to others, or retains it in his own hands." This despatch of the Court of Directors accurately represents, to use Sir Bartle Frere's words, "the received official view in India as to what the land revenue should be." The ryots in this country have therefore every right to appeal to these solemn guarantees, and to ask to be judged by them.

That these same principles guided the action of the founders of the Bombay system of settlement will be seen from the following extract, paragraph 17 of the Joint Report:—

"From the difficulty of ascertaining the true rent of different descriptions of land, we have not assumed any theoretical proportion of this for the standard of our assessment; but we fully coincide in the justice of the principle of limiting the Government demand to a portion of the true rent, and believe 50 to 80 per cent. thereof, as laid down by the

Board, would form a liberal assessment, and that this principle, if capable of being carried into practice, would prove an invaluable blessing to the agricultural classes of India, and introduce a new era in their history. And we further ascribe to the fact of a portion of the rent having been seldom, if ever, left to the proprietor or cultivator in India the characteristic wretchedness of its agricultural population, rather than to any peculiarities marking its different systems of revenue management."

The information summarised under the last chapter leaves no room to doubt that, if this definition of the rights of Government and of the cultivating ryot be accepted, the assessment on Government land should be a portion of the rent, large or small, for which the land would let if farmed out by the owner to another person; or in other words, the assessment should consist of a portion of the net profits of land after deducting the expenses of cultivation, including the wages of the cultivator and his family, and the charges for the purchase and renewal of agricultural stock. It has been shown before that the present assessment of the Government and the charge of the Khote profits in the Konkan districts absorb from one-half to one-third of the gross produce, which by all accounts means that the Government assessment is a rack-rent, in the worst sense of the term. In the Desh districts also it has been shown that the ryot is enabled to continue the cultivation of land from year to year, not because he receives any fraction of the proprietor's rent, or true farmer's profits, but chiefly, if not solely, because he earns the wages of himself and family in its cultivation. In fact there is no surplus produce left after paying the costs of cultivation (including his wages and the charge for the renewal of agricultural stock) and the assessment of Government. No surplus produce is left, and therefore there can be no rent. In many cases the ryot has to provide for the payment of the assessment from other sources, and his only remuneration consists in the wages of his own labour. These results cannot be gainsaid by any one who accepts the Court of Directors' views to be the correct ones on the subject of land revenue.

Of course, in contrast with this moderate view, there are two extreme views. In order to avoid all cause for confusion, it is necessary to state them here. There is the view, which is now gaining in favour with the ruling classes, which takes its stand upon the old Mahomedan notion that by the fact of conquest the rulers of the country have become the absolute proprietors of the land, in the same sense in which private individuals are owners of their moveable or immoveable property, and that, as such owner, Government is entitled to demand the whole of the rent proper of the land. As there is no intermediate class of farmers in this country, and the holdings are mostly in small plots, the extreme limit of Government demand would include all the produce of the land after deducting the actual cost of cultivation, not however including in this last item the wages of the cultivator and his family labouring on the farm. The other view regards land to be the absolute property of private individuals, and as such liable to assessment along with all other property. Both these views are stated here only to be rejected, for, as has been shown before, they are opposed to the intermediate position taken up by the Supreme Government, which alone can be taken into account in judging of the pressure of the existing assessments in this Presidency.

*Note on the Revision of the Survey Settlement in the Deccan by Mr. A W. Keyser,
Assistant Collector of Sholapur.*

1. By ignoring all former assessments the revised rates must tend to revolutionise the value of land, which for years past has changed hands freely by sale and foreclosure of mortgages, and must press hardly on recent purchasers, who can never have anticipated such an alteration in the value of their property. The assessment not being based on any inquiry into the letting or selling value of land, but on a scientific basis whose accuracy, as it relates to those values, has never been tested, and is almost incapable of such a test, it presses unequally on those who pay it. If A has a field assessed at Rs. 10, the selling value of which is Rs. 100, he pays a land-tax of ten shillings in the pound (supposing land to be worth 20 years' purchase); while B, whose land is assessed at the same amount, and whose land when put up to auction scarcely fetches sufficient to pay the current assessment, pays the full rent of his land as taxation. This is no imaginary case, but one which might be exemplified in any village, and is in fact frequently so exemplified on sale of land in default of payment of the revenue.

2. It is perhaps too much to say that the basis of the revised settlement is the comparison of the state of the people and the county, with that of 30 years back; but

this appears to be the main element of calculation. Now for several years after the introduction of the survey the rates were collected with difficulty, large remissions had to be given yearly, and much land remained unoccupied (*vide* Survey Reports *passim*). It is only during the second decade of the old settlement that this state of things ceased, and it is on a comparison with this period that the new settlements should, in my humble opinion, be made.

The old rates (though of course often faulty in detail, owing to the youth and inexperience of the department) had this advantage over the new, that according to Captain Wingate's statement (*vide* papers relating to the introduction of revised rates of assessment into part of the Niphar and Chandor Talukas of the Nasik Collectorate, 1872) they were framed in consultation with the people and accepted by them as just; and probably custom in such matters is as sure a guide as to the value and fertility of land as a scientific calculation regarding the depth and quantity of the soil. The capricious character of the rainfall in the Deccan, as it affects different localities in the same taluka, must often make such calculations lead to indifferent results. I am of course aware that the climate and rainfall is one of the principal elements in the survey calculation, but based as it must be either on uncertain information coupled with the records of the few rain gauges in a collectorate, it must be a quantity that is difficult to allow for, while its influence on the producing power of the land is so great that a timely shower may double the value of the crop.

4. A large portion of the increase is due to the assessment of land formerly denominated "kharab," and in Survey Reports and Government Resolutions the mere fact of this land being now assessed is thought a sufficient reason for a large part of this increase, as if it caused no hardship to any one. I notice in one Resolution it is stated that 19 per cent. of the increase is due to "encroachments," which can only be another way of saying—to cultivation of this kharab land, which every occupant was free to cultivate if he could. Universally in the newly surveyed districts the complaint is that the bad lands are over-taxed, while the Survey officers profess to have made a greater difference between the best and worst soils than under the old survey. They stand condemned either of the failure of their system to carry out desired results, or rather of not foreseeing the inevitable results of their system (why inevitable I shall state directly), by large quantities of these inferior soils having been thrown out of cultivation, or being thrown into the market and rarely finding purchasers at more than a nominal sum, consequent on the introduction of the new rates. Simply increasing the difference between the value-standards of the lowest and highest classes of soils would not have the desired effect, when actually a lower class of soil is now assessed than was taken into their calculations before. The present lowest class, perhaps the lowest two classes (the soil is divided into nine classes), are formed chiefly of land formerly held as unculturable; the land formerly in the lower class is now, therefore, *ex necessitate* pushed up a class or two, and so a general levelling up ensues. Class A* before was 16 annas, and Class H, 2 annas 6 pie; the present Class H is now, it is true, lowered to 1 anna, but the old Class II is moved up to Class G or F, and assessed at a correspondingly higher standard.

* To represent the nine classes by the letters A. to H.

Mr. Grant, the officer who superintended the first revision at Nasik, says, indeed, in his report, "Soils from the third class downwards are entered fully two classes too low in the former valuation, and the eighth and ninth orders of soil were very commonly entered as bad or unculturable." Why too low? I believe the purchase or letting value test would give exactly an opposite result. The officers have drifted into this error, for such I firmly believe it to be, by really trying to force one or two additional classes from below into the old nine classes, instead of forming two new ones, and what I have called levelling up has been the only possible result. I believe that if the worst land culturable, which probably bears no economic rent, were left free, and the next worst assessed at a 6-pie standard, it would be found that the present surveys would not differ so much from the former, and the general discontent they have called forth would be allayed.

Thus, while on Jerayet lands generally the increase is far more than 42 per cent. (which is the increase on the old Survey rates as modified by the recent Government Resolutions), I believe that on the inferior classes of Jerayet, taken as a whole, the increase will be found to be far higher than on the better. In Barsi I tested this point for my own satisfaction in three villages. Unfortunately I have not kept the papers, but I know that in nearly every case the lands now assessed at the lowest rate were the same as those in the lowest rate under the old survey, and that, as a rule, the result of the new survey had been about to double the assessment on these lands. Government

has partially remedied this state of things by lowering the classification on the worse lands, but I am sure that what I have written will bear any test. It must be remembered that numbers where the old *kharab* is found in the largest patches are generally those where the rest of the soil is very bad.

5. Is it sufficiently taken into account that the commencement of the latter half of the old surveys, or perhaps the whole second decade, when they first began to work smoothly, was a period of unusual prosperity? The railways under construction caused capital to flow into the country, making money cheap and corn and labour dear. The American war came to give an additional fillip to prices, and it is therefore scarcely just that the new rates should be modelled on years which include such abnormal sources of property. The permanent benefits of the railways remain, but now that capital has ceased to flow into the country, and the normal state of things has set in, with a drain on this country for interest on debt and railway loans and home charges, money is again dear; or, in other words, corn and labour are cheap.

RETURN showing Prices (number of seers per rupee) of Jowari and Bajri in Indapur from 1866-67 to 1874-75.

	Year.	Indapur.	
		Jawari.	Bajri.
	1866-67 - -	25 $\frac{1}{4}$	17 $\frac{1}{4}$
	1867-68 - -	37 $\frac{1}{4}$	24 $\frac{1}{4}$
	1868-69 - -	27 $\frac{1}{4}$	21 $\frac{1}{4}$
	1869-70 - -	26 $\frac{1}{4}$	20 $\frac{1}{4}$
	1870-71 - -	27 $\frac{3}{4}$	25 $\frac{3}{4}$
	1871-72 - -	22 $\frac{1}{4}$	19 $\frac{1}{4}$
	1872-73 - -	29 $\frac{3}{4}$	24 $\frac{1}{4}$
	1873-74 - -	48 $\frac{3}{4}$	30 $\frac{3}{4}$
	1874-75 - -	44 $\frac{3}{4}$	35 $\frac{1}{4}$

TABULAR STATEMENT of the Original and Revised Rates of Assessment in the Village of Kheirgaum.

New No.	Sub-division.	Old No.	Names of Khatedars.	According to Old Survey.		According to Revision Survey.			Per cent. Enhancement.		No. of Years uncultivated.	Actual Years uncultivated.
				Area.	Assessment.	Area.	Assessment at the Time of the Introduction of Revised Rate.	Assessment reduced according to Government Resolution.	Original.	As reduced by Government.		
1	—	250	Amrit Vithal -	A. G. 9 31	RS. A. 1 0	A. G. 7 23	RS. A. 3 4	RS. A. 2 0	225	100		
2	—	—	Rowji Mayaji -	1 5	1 14	0 36	1 7	1 4	—23	—33		
			Narayan Sakhamam	5 38 $\frac{3}{4}$	10 2	5 1	7 14	7 4	—22	—28		
			Mhapa Kusa -	0 39 $\frac{1}{4}$	1 11	0 33	1 6	1 4	—18	—25		
			Rama Hasu -	0 39 $\frac{1}{4}$	1 11	0 33	1 6	1 4	—18	—25		
			Krishnaji Khande-row.	2 39 $\frac{1}{4}$	5 1	2 21	8 15	3 10	270	241		
			Tukaram Vithu -	0 39 $\frac{1}{4}$	1 11	0 33	1 6	1 4	—18	—25		
			Dewji Shivrām -	4 19 $\frac{1}{4}$	7 7	3 31	5 14	5 7	—21	—26		
			Gopala Dhondi -	1 5	1 14	0 35	1 7	1 4	—23	—33		
			Kusa Dhondi -	1 5	1 14	0 34	1 7	1 4	—23	—33		
			Gopala Govind -	1 5	1 14	0 34	1 7	1 4	—23	—33		
			Hanmanta Hari -	2 39 $\frac{1}{4}$	5 6	2 34	3 15	3 15	—26	—26		
				23 38	40 9	20 5	31 8	29 0	—22	—28		
3	—	2	Chaturbhuz Laxman	39 39	21 8	32 39	29 0	25 0	34	16		
4	1	5	Masu Sadu -	5 32 $\frac{1}{4}$	1 6	0 2	0 1	0 1	—95	—95		
	2	Out of 5	Nagu Shiwa -	5 32 $\frac{3}{4}$	1 7	0 16	0 8	0 8	—65	—65		
	3	Out of 5	Sakharam Nimba -	4 14 $\frac{3}{4}$	1 1	0 23	0 11	0 8	—35	—52		
	4	—	Sambhu Mahadu -	4 14 $\frac{3}{4}$	1 1	0 32	1 2	1 0	5	—5		
	5	—	Pandu Dhondi -	8 28 $\frac{3}{4}$	2 1	2 4	2 8	2 8	21	21		
				29 1	7 0	3 37	4 14	4 9	—30	—34		

New No.	Sub-division.	Old No.	Names of Khatedars.	According to Old Survey.		According to Revision Survey.			Per cent. Enhancement.		No. of Years uncultivated.	Actual Years uncultivated.
				Area.	Assessment.	Area.	Assessment at the Time of the Introduction of Revised Data.	Assessment reduced according to Government Resolution.	Original.	As reduced by Government.		
5	1	4	Masu Shiwa -	A. G. 3 35 1/2	RS. A. 5 3	A. G. 3 33	RS. A. 5 8	RS. A. 5 0	6	-3	6	1843 to 1849
	2	—	Nagu Shiwa -	6 35 1/2	5 3	5 5	7 8	7 0	44	-34		
	3	—	Pandu Dhondi -	10 13 1/2	16 5	1 10	2 0	2 0	-87	-87		
	4	—	Sakharam Nimba -	3 17 1/2	5 7	0 11	0 7	0 7	-91	-91		
	Out of 5	—	Sambhu Mahadu -	2 23 1/2	4 1	0 5	0 3	0 2	-95	-96		
	Out of 5	—	Bhagai Santu -	2 23 1/2	4 1	0 5	0 3	0 2	-95	-96		
	6	—	Sakharam Nimba -	—	—	1 15	2 4	2 0	—	—		
	7	—	Sambhu Mali -	—	—	0 28	1 2	1 0	—	—		
	Out of 7	—	Bhagai Santu -	—	—	0 27	1 2	1 0	—	—		
	8	—	Pandu Dhondi -	—	—	0 18	0 11	0 11	—	—		
	9	—	Sakharam Nimba -	—	—	0 13	0 8	0 8	—	—		
	10	—	Pandu Dhondi -	—	—	0 29	1 2	1 0	—	—		
	11	—	Sambhu Mahadji -	—	—	0 13	0 8	0 8	—	—		
	Out of 11	—	Bhagai Santu -	—	—	0 12	0 8	0 8	—	—		
6	12	—	Nagu Laxman -	1 29	2 0	0 35	1 4	1 0	-54	-63	3	1850 to 1852
	13	—	Pandu Dhondi -	—	—	4 30	7 0	7 0	—	—		
	14	—	Sambhu Mahadji -	—	—	0 12	0 8	0 8	—	—		
	Out of 14	—	Bhagai Santu -	—	—	0 13	0 8	0 8	—	—		
				31 19	43 0	21 34	32 14	30 14	-23	-28		
	1	8	Pandu Dhondi -	15 6	3 0	13 30	8 8	7 0	183	133		
	2	27	Nagu Laxman -	0 13	0 14	0 9	0 4	0 4	-71	-71		
	3	8	Bapu Sultan -	13 38	16 0	10 10	10 0	10 0	-37	-37		
	4	7	Madhowrow Vittul -	23 7	14 0	4 30	6 8	6 0	-53	-57		
	5	15	Vinayak Kesheo -	10 2	6 0	8 10	6 8	6 0	8	—		
	6	Out of 15	Khandu Moreswar -	—	—	7 25	7 8	7 0	—	—		
	7	14	Do. -	32 4	16 15	14 20	13 8	11 0	-20	-35		
	8	Out of 14	Vinayak Kesheo -	—	—	11 20	7 0	6 0	—	—		
	9	13	Khandu Moreswar -	31 29	4 0	16 15	4 0	2 0	—	50		
7	10	9	Do. -	44 20	17 0	23 20	16 0	13 0	-5	-23	1	1850 to 1851
	11	Out of 13	Vinayak Kesheo -	—	—	16 30	2 0	2 0	—	—		
	12	Out of 9	Do. -	—	—	24 6	4 8	3 0	—	—		
	13	10	Nageshwar Mahadeo -	23 22	4 0	27 12	10 0	9 0	150	125		
	14	249	Rowji Mayaji -	0 12 1/2	0 6	0 20	0 11	0 11	83	83		
	15	—	Narayan Sakharam -	2 31 1/2	3 4	2 24	3 6	3 0	3	-7		
	16	—	Mohapa Kusa -	0 16 1/2	0 8	0 16	0 9	0 7	12	-12		
	17	—	Rama Hasu -	0 16 1/2	0 9	0 16	0 9	0 7	—	-22		
	18	—	Tukaram Vithu -	0 16 1/2	0 9	0 16	0 9	0 7	—	-22		
	19	—	Dewji Sadashiv -	1 10 1/2	1 10	1 37	2 8	2 5	53	42		
	20	—	Gopalya Dhondi -	0 12 1/2	0 7	0 20	0 10	0 9	42	28		
	21	—	Kosa Dhondi -	0 12 1/2	0 7	0 20	0 10	0 9	42	28		
	22	—	Gopala Govind -	0 12 1/2	0 6	0 19	0 10	0 9	66	50		
	23	—	Hanmanta Hari -	2 21 1/2	3 4	1 11	1 11	1 8	-48	-53		
8	24	—	Krishnaji Khunde- row.	1 10 1/2	1 10	1 11	1 11	1 8	3	-7		
				10 15 1/2	13 0	10 10	13 8	12 0	3	-7		
	1	11	Nageshwar Mahadeo -	33 27	6 0	34 0	10 8	8 0	75	33		
	2	12	Vinayak Kesheo -	20 2	3 0	12 31	0 13	0 12	-72	-75		
	3	Out of 12	Khandu Moreswar -	—	—	10 17	0 10	0 10	—	—		
	4	1	Pasture Land -	—	—	77 11	—	—	—	—		
	5	247	Vinayak Kesheo -	12 39	22 0	10 24	12 8	12 0	-43	-45		
	6	248	Krishna Bapu -	6 37	16 0	7 0	5 0	5 0	-68	-68		
	7	—	Pasture Land -	—	—	196 0	—	—	—	—		
	8	102	Ramoshi -	26 25	9 8	3 10	0 10	0 8	-93	-94		
	9	103	Gopala Dhondi -	28 10	8 9	7 20	1 6	1 0	-83	-88		
	10	104	Shivram Ramchan- dra.	27 37	4 12	6 0	1 2	0 12	-76	-84		
	11	105	Rudraji Bawa -	23 15	6 12	2 10	0 5	0 2	-95	-98		
	12	106	Waman Bapu -	33 22	7 10	1 20	0 3	0 2	-97	-98		
9	13	107	Rowji Mayaji -	17 17	4 11	4 20	0 9	0 8	-88	-89	3	1848 to 1851
	14	—	Ramji Hasu -	17 17	4 11	4 10	0 8	0 4	-89	-94		
	15	108	Sadoba Venkaji -	26 28	3 12	8 25	2 4	1 0	-40	-73		
	16	109	Rowji Laxman -	27 9	10 15	12 10	5 8	4 0	-49	-63		
	17	173	Balaji Mahipatrow -	16 10	11 15	15 35	19 0	18 0	59	50		
	18	169	Narayan Laxman -	2 22 1/2	1 15	2 8	2 8	2 8	29	29		
	19	—	Shivram Ramchan- dra.	2 21 1/2	1 15	2 2	2 8	2 8	29	29		
				5 4	3 14	4 5	5 0	5 0	29	29		
	1	168	Rowji Moroji -	1 13 1/2	1 11	0 34	1 4	1 3	-25	-29		
	2	—	Parwatrow Ramrow -	2 13 1/2	0 8	0 12	0 7	0 6	-12	-25		
	3	—	Ganpatrow Haibat -	0 21 1/2	0 10	0 12	0 7	0 6	-30	-40		
	4	—	Vittu Jotaji -	0 25 1/2	0 13	0 13	0 8	0 6	-38	-53		
	5	—	Balia Mahipati -	0 25 1/2	0 12	0 13	0 8	0 6	-38	-50		
	6	—	Apa Anandrow -	0 36 1/2	0 11	0 35	1 1	1 0	54	45		
	7	—	Sadoba Venkaji -	1 16 1/2	1 10	1 3	1 8	1 4	-7	-23		
10	8	—		—	6 11	4 2	5 11	4 15	-14	-26		
	9	—										
	10	—										
	11	—										
	12	—										
	13	—										
	14	—										
	15	—										
	16	—										
	17	—										
	18	—										
	19	—										
	20	—										
	21	—										

New No.	Sub-division.	Old No.	Names of Khatedars.	According to Old Survey.		According to Revision Survey.			Per cent. Enhancement.		No. of Years uncultivated.	Actual Years uncultivated.
				Area.	Assessment.	Area.	Assessment at the time of the introduction of Revised Rate.	Assessment reduced according to Government Resolution.	Original.	As reduced by Government.		
35	—	166/167	Bala Mahipati	A. G. 8 23	RS. A. 6 0	A. G. 9 10	RS. A. 11 0	RS. A. 10 0	83	66	1	1850 to 1851
36	1	163	Apa Anandrow	15 12	9 15	5 20	5 8	5 0	44	49	4	1851 to 1855
	2	165	Govind Hari	4 14	2 15	4 12	5 0	4 0	70	36		
	3	164	Apa Anandrow	4 38	0 12	1 10	1 6	1 0	83	33		
				24 24	13 10	11 2	11 14	10 0	12	26		
37	1	139	Parwat Ramrow	29 11	17 0	5 0	4 0	3 8	76	79	10	1845 to 1855
	—	158	Govt. Waste	0 30	—	0 30	0 12	—	—	—		
				30 1	17 0	5 30	4 12	4 4	72	75		
38	—	180	Vithu Jotiaji	31 29	19 15	32 20	32 8	28 0	63	40	1	1856 to 1859
39	—	181	Bala Towji	25 24	14 0	26 20	25 0	20 0	78	42	14	1848 to 1857
40	—	182	Amin Bhai	29 19	20 0	40 30	38 0	31 0	90	55	11	1843 to 1854
41	—	183	Ramji Janoji	21 9	11 0	21 0	19 8	16 0	77	45		
42	—	179	Ganpat Haibat	12 10	6 0	11 30	9 8	7 0	58	16	13	1843 to 1856
43	—	178	Subhanrow Mhaloji	11 39	18 0	11 20	16 0	14 0	11	22	13	Do.
44	—	174	Vittu Jotiaji	29 18	6 0	29 30	13 0	9 0	116	50		
45	—	177	Ganpat Haibati	11 13	5 0	11 10	10 0	8 0	100	60		
46	—	175/76	Do.	7 36	1 8	7 30	1 8	1 0	—	33	1	1848 to 1849
47	—	184	Subhanrow Maloji	40 5	13 0	39 20	27 0	22 0	107	69	1	Do.
48	—	185	Lobhaji Piroji	24 15	4 0	23 29	3 0	3 0	25	25	1	Do.
49	—	186	Bula Mahipati	23 30	6 0	23 0	11 8	9 0	91	50	1	Do.
50	—	187	Vithu Jotiaji	29 36	13 0	33 30	33 8	30 0	157	130		
51	—	189	Mahadu Narsu	33 6	10 0	33 0	27 0	21 0	170	110		
52	—	188	Ramji Janoji	25 18	5 0	25 20	16 0	13 0	220	160	2	1848 to 1850
53	—	191	Amrit Vithal	29 18	13 0	29 30	22 8	19 0	73	46	10	1846 to 1856
54	—	190	Do.	24 34	10 0	26 15	21 8	18 0	115	80	5	1847 to 1852
55	—	236	Pandu Gopal	29 2	5 0	31 0	17 8	14 0	250	180		
56	—	237	Savitri Hari	22 33	16 0	23 0	23 0	22 0	43	37	2	1848 to 1850
57	—	238	Village Mahars	34 16	23 0	29 10	29 0	23 0	26	—		
58	—	239	Do.	34 35	15 0	29 10	22 0	18 0	46	20		
59	—	244	Do.	35 38	12 0	36 23	20 8	16 0	70	33		
60	—	245	Do.	18 15	3 0	19 37	5 0	2 8	66	16		
61	—	246	Do.	38 3	6 0	39 17	5 0	5 0	16	16		
62	—	243	Do.	35 25	6 0	34 35	11 0	—	83	—		
63	—	242	Savitri Hari	13 15	2 0	16 20	2 0	1 0	—	50		
64	—	Gairan	Village Pasturage	12 32	—	12 32	—	—	—	—		
65	—	229	Govind Hari	29 5	4 0	39 8	5 0	2 8	25	37		
66	—	241	Do.	36 15	7 0	33 9	8 8	4 0	21	42		
67	—	240	Deoji Sadashiv	18 27	12 0	18 10	16 0	14 0	33	16		
68	—	230	Laxman Pandu	31 2	9 0	36 30	16 0	9 0	77	—		
69	—	231	Madhow Vithal	36 31	21 0	31 31	18 0	14 0	14	33	2	1848 to 1850
70	—	235	Mahadeo Godhaji	24 37	9 0	23 19	14 8	12 0	61	33		
71	—	234	Lobha Pira	16 8	2 0	15 13	6 8	4 0	225	100	1	1850 to 1851
72	—	233	Bala Bhaga	31 22	11 0	25 16	12 8	10 0	13	9		
73	—	232	Para Janoji	16 15	10 0	16 19	13 8	10 0	35	—	4	1848 to 1852
74	—	219	Do.	33 0	6 12	25 5	7 0	6 0	3	11	2	1850 to 1852
75	—	220	Amrita Shivram	43 7	11 10	24 18	4 8	3 0	61	74		
76	1	228	Bapu Sheti	25 8	2 15	25 31	5 0	3 0	70	2		
	2	227	Madhow Vithal	21 25	2 15	1 5	0 6	0 4	87	91		
				46 33	5 14	26 36	5 6	3 4	8	44		
77	1	Out of Do.	Do.	—	—	18 7	5 8	5 0	—	—		
	2	Out of 228	Bapu Sheti	—	—	1 7	1 0	1 0	—	—		
				—	—	19 14	6 8	6 0	—	—		
78	—	Portion of 220	Amrita Shivram	—	—	26 10	11 8	7 0	—	—		
79	—	221	Para Janoji	25 7	7 0	24 24	6 0	5 0	14	28	3	1846 to 1849
80	—	222	Dhulu Oodaji	36 9	12 0	30 4	13 0	9 0	8	25	2	1846 to 1848
81	—	226	Para Janoji	28 18	7 0	46 7	14 8	12 0	107	71		
82	—	225	Do.	30 15	6 0	24 5	4 8	3 0	25	50		
83	—	224	Do.	9 12	1 0	12 9	0 12	0 12	25	25		
84	—	223	Bala Taoji	34 22	5 0	34 31	8 8	4 0	70	20		
85	—	216	Do.	8 3	1 0	13 10	3 4	2 8	225	150		
86	—	215	Do.	19 39	2 0	23 86	3 0	1 8	50	25		
87	—	217	Do.	29 24	5 0	44 39	11 0	6 0	120	20		
88	—	214	Do.	22 21	5 0	31 15	8 0	6 0	60	20		
89	—	213	Bapu Sheti	26 39	4 0	25 13	8 0	6 0	100	50		
90	—	218	Bara Bhoga	27 29	7 0	34 28	4 8	4 0	35	42		
91	—	Portion of 219	Para Janoji	11 11	—	11 11	2 12	2 0	—	—	2	1850 to 1852
92	—	212	Bapu Sheti	39 8	10 10	14 39	8 8	7 0	20	34	2	Do.
93	—	Out of 212	Do.	—	—	23 10	10 0	7 0	—	—	2	Do.
94	—	210	Amrit Vithal	14 2	2 0	16 11	3 0	2 0	50	—		
95	—	211	Do.	13 0	2 0	15 30	4 0	3 0	100	50		
96	—	209	Deoji Sadashiv	37 24	9 0	26 28	16 8	13 0	88	44		
97	—	208	Nago Mahipati	36 30	17 0	47 19	38 8	30 0	126	76		

New No.	Sub-division.	Old No.	Names of Khatedars.	According to Old Survey.		According to Revision Survey.			Per cent. Enhancement.		No. of Years uncultivated.	Actual Years uncultivated.
				Area.	Assessment.	Area.	Assessment at the Time of the Introduction of Revised Rate.	Assessment reduced according to Government Resolution.	Original.	As reduced by Government.		
98	—	207	Madhow Vithal -	A. G.	RS. A.	A. G.	RS. A.	RS. A.	—	—	—	—
99	—	206	Do. -	13 36	7 0	19 30	16 0	14 0	128	100	12	1844 to 1856
100	—	205	Do. -	30 21	16 0	29 25	29 8	26 0	84	62	—	—
101	—	196	Do. -	14 33	7 0	15 15	16 8	15 0	135	114	—	—
102	—	197	Do. -	24 12	14 0	19 30	19 8	17 0	39	21	—	—
103	—	204	Do. -	31 8	14 0	31 0	29 0	23 0	107	64	6	1848 to 1854
104	—	203	Atmaram Sadashiv	30 5	18 0	30 35	29 0	23 0	61	27	9	1848 to 1852
105	—	198	Do. -	19 6	13 0	19 38	23 8	22 0	80	69	10	1845 to 1855
106	—	199	Do. -	20 14	12 0	19 35	23 8	22 0	95	83	—	—
107	—	201/202	Do. -	44 14	10 1	28 25	16 0	13 0	59	29	—	—
108	—	200	Do. -	13 31	9 14	7 39	10 0	9 0	1	—8	—	—
109	—	192 to 195 Out of 200/201	Do. -	106 29	65 0	1 16	—	1 0	—	—	—	—
110	—	155	Do. -	—	—	33 33	25 8	21 0	—	—	—	—
111	—	154	Sakharam Nimbaji	24 38	9 0	25 12	16 0	13 0	77	44	6	1845 to 1851
112	—	154	Sakharam Nimbaji	9 25	3 0	13 0	5 8	4 0	83	33	6	1845 to 1851
113	—	140, 152, 153, 156, 157, 158, 160 and 161	—	171 14	113 8	171 0	—	—	—	—	—	—
114	—	151	Sakharam Nimbaji	20 28	11 0	17 28	11 0	9 0	—	—18	—	—
115	—	150	Amrit Vithal -	23 20	11 0	23 8	14 8	12 0	31	9	12	1843 to 1855
116	—	147	Sadu Bapu Navi -	20 37	8 0	19 0	13 0	11 0	62	37	7	1845 to 1852
117	—	145	Khandu Jesaji -	27 38	17 0	28 15	32 0	28 0	88	64	6	1848 to 1854
118	—	148	Rama Govinda -	28 27	20 0	28 20	28 8	25 0	42	25	14	1843 to 1857
119	—	146	Sidu bin Haba Navi	19 6	4 0	20 0	10 0	7 0	150	75	4	1849 to 1853
120	—	143	Gojaji Moraji -	41 16	14 0	41 6	25 8	21 0	10	50	—	—
121	—	144	Para Janoji -	39 39	25 0	38 27	43 8	39 0	74	56	—	—
122	—	141	—	35 19	19 0	36 3	—	—	—	—	—	—
123	—	142	Govinda Mahipati	37 54	9 0	37 19	23 8	19 0	161	111	3	1850 to 1853
124	—	139	Mahadu Dulbaji -	27 8	7 0	27 4	17 0	14 0	142	100	3	1848 to 1851
125	—	140	Govinda Mahipati	39 20	23 0	41 10	46 8	41 0	102	78	—	—
126	—	120	Bapu Sultana -	25 4	25 0	26 20	33 0	31 0	32	24	—	—
127	—	137	Ramji Kusaji -	34 12	19 0	37 6	39 8	37 0	107	94	16	1843 to 1859
128	—	138	Genu Kusaji -	26 37	6 0	23 39	10 8	7 0	75	16	5	1846 to 1851
129	—	136	Rajaram Sadashiv	39 21	14 0	38 29	26 8	22 0	89	57	—	—
130	—	121	Do. -	24 1	18 0	27 11	34 0	32 0	88	77	11	1844 to 1855
131	—	122	Sakharam Vithu -	24 32	15 0	23 0	26 0	23 0	73	53	12	1843 to 1855
132	—	135	Sambhaji Sadashiv	25 10	9 0	27 36	21 0	17 0	133	88	—	—
133	—	134	Khandu Bapu -	39 6	13 0	40 20	28 0	23 0	115	76	6	1843 to 1850
134	—	123	Nagu Mahipati -	26 4	19 0	24 0	24 0	22 0	26	15	12	1843 to 1855
135	—	86	Rakhama Dhulu -	24 6	12 0	26 20	23 0	20 0	91	66	4	1847 to 1851
136	—	124	Khandu Andu -	25 2	13 0	23 24	20 8	18 0	57	38	6	1847 to 1853
137	—	133	Ambri Nimba -	46 36	18 0	49 23	31 0	25 0	72	38	—	—
138	—	132	Vithu Dhulu -	26 32	3 0	26 36	6 8	5 0	116	66	—	—
139	—	131	Do. -	23 30	5 0	25 9	6 8	5 0	30	—	—	—
140	—	130	Yessu Bhanji -	24 17	4 0	24 35	6 0	5 0	50	25	—	—
141	—	129	Matarji Limbaji -	19 22	4 0	23 25	12 0	9 0	200	125	—	—
142	—	128	Ganesh Rangnath	14 0	3 0	14 37	7 8	6 0	150	100	—	—
143	—	127	Bhicaji Ramchand- dra.	11 30	3 0	12 30	6 8	5 0	116	66	—	—
144	—	126	Ambri Nimbaji -	11 6	3 0	10 18	4 8	3 8	50	16	—	—
145	—	125	Vithu Dhulu -	11 16	3 0	12 4	5 8	3 0	83	—	—	—
146	—	83	Bapu Rudraji -	18 36	1 0	8 37	2 4	1 8	125	50	—	—
147	—	84	Mahalu Moghuji -	21 39	13 0	20 20	23 0	20 0	76	53	3	1849 to 1852
148	—	82	Raghu Bahiru -	31 12	12 0	30 8	32 0	30 0	166	150	11	1844 to 1855
149	—	81	Do. -	31 12	17 0	33 5	33 0	29 0	94	70	6	1849 to 1855
150	—	79	Nagu Dhulu -	22 28	17 0	23 17	33 8	31 0	97	82	12	1843 to 1855
151	—	80	Luxman Janoji -	38 4	17 0	39 11	32 0	27 0	88	58	1	1845 to 1846
152	—	77	Khandu Bapu -	31 33	17 0	32 34	33 0	31 0	94	82	7	1847 to 1854
153	—	78	Soma Ija -	29 38	16 0	30 8	30 0	26 0	87	62	10	1844 to 1854
154	—	75	Madhowrow Vithal	44 33	18 0	44 30	36 8	31 0	102	72	2	1850 to 1852
155	—	74	Bhicaji Ramchand- dra.	23 31	19 0	26 20	36 8	33 0	92	73	—	—
156	—	73	Do. -	27 14	15 0	23 19	23 8	22 0	56	46	—	—
157	—	72	Soma bin Ija -	22 6	16 0	22 37	27 0	26 0	68	62	7	1848 to 1855
158	—	71	Bhicaji Ramchand- dra.	22 24	28 0	23 5	32 0	30 0	14	7	—	—
159	—	70	Do. -	11 7	8 0	12 24	17 8	17 0	118	112	11	1844 to 1855
160	—	69	Kondu Anandrow -	14 0	10 0	15 0	20 8	19 0	105	90	9	1845 to 1854
161	—	68	Hiru Ambaji -	13 26	9 0	14 16	20 0	19 0	122	111	—	—
162	—	67	Mhatarji Nimbaji -	37 28	21 0	43 4	51 0	46 0	142	119	—	—
163	—	76	Amrit Vithal -	29 25	20 0	28 30	39 8	38 0	47	90	—	—
164	1	66	Madhow Vithal -	0 39	1 8	1 7	1 12	1 8	97	—	—	—
164	2	—	Mhatarji Nimbaji -	2 39	5 12	3 15	5 0	5 0	—13	—13	—	—
165	1	65	Madhow Vithal -	1 4	2 6	2 32	3 12	3 8	57	47	—	—
165	2	—	Bhawani Habati -	3 3	6 8	1 24	2 8	2 8	—61	—61	—	—
166	1	64	Madhow Vithal -	1 5	2 6	2 39	4 0	4 0	68	68	—	—
166	2	—	Nagu Dhulu -	3 17	6 8	1 30	2 12	2 8	—57	—61	—	—
				—	—	4 29	—	—	—	—	—	—
167	—	63	Mhatarji Nimbaji -	6 4	5 0	6 19	9 8	8 0	90	60	—	—
168	—	62	Manku Babu -	36 15	42 0	35 16	48 8	46 0	15	9	3	1849 to 1852
169	—	93	Amrita Nimbaji -	32 5	23 0	33 0	45 8	43 0	97	86	1	1851 to 1852
170	—	92	Nagu Mahipati -	28 13	16 0	26 28	36 8	33 0	128	106	6	1849 to 1855

New No.	Sub-division.	Old No.	Names of Khatedars.	According to Old Survey.		According to Revision Survey.			Per cent. Enhancement.		No. of Years uncultivated.	Actual Years uncultivated.
				Area.	Assessment.	Area.	Assessment at the Time of the Introduction of Revised Rate.	Assessment reduced according to Government Resolution.	Original.	As reduced by Government.		
171	—	88	Mahadev Vithul -	A. G. 11 16	RS. A. 28 0	A. G. 15 8	RS. A. 22 0	RS. A. 20 0	—21	—28	6	1848 to 1854
172	—	85	Rakhmaji Dhulu -	24 32	24 8	24 34	35 8	33 0	44	34	1	1851 to 1852
173	—	87	Bapu Rudraji -	12 24	15 8	13 30	20 0	18 0	29	16		
174	—	119	Nagu Mahipati -	21 27	17 0	19 20	25 8	23 0	50	35		
175	—	116	Tukaram Bhagvat -	11 2	22 2	11 0	13 0	12 0	40	45		
176	—	115/117	Do. -	10 27	6 0	11 0	13 0	12 0	116	100		
177	—	118	Genu Shabaji -	21 19	13 0	22 29	30 0	27 0	130	107	3	1848 to 1851
178	—	112/113/114	Gopal Laxman -	8 7	5 0	7 30	8 0	8 0	60	60		
179	—	111	Dowlatrow Banaji -	4 18	2 0	4 30	5 8	5 0	175	150		
180	—	171	Gopal Laxman -	15 12	11 0	15 31	21 8	21 0	95	90	5	1850 to 1855
181	—	162	Atmaram Sadashiv -	6 34	13 0	7 20	10 8	10 0	—19	—23		
182	—	Out of 159	Parwutrow Ramrow -	—	—	28 20	32 0	28 0	—	—	10	1845 to 1855
183	—	Out of 163	Apaji Anundrow -	4 17½	7 0	13 20	16 0	14 0	—	—	1	1850 to 1851
	1	170	Kusa bin Babu -	4 17½	7 0	5 19	8 0	8 0	14	14		
	2	—	Sakhu bin Bali -	4 17½	7 0	3 21	5 8	5 0	—21	—28		
	3	Out of 169	Narayan Laxuman -	—	—	0 37	1 6	1 4	—	—		
	Out of 3	—	Shivram Ramchandara -	—	—	0 38	1 6	1 4	—	—		
	4	Out of 173	Bala Mahipat -	—	—	1 20	2 0	2 0	—	—		
	5	Out of 168	Gunputrao Hybat -	—	—	0 9	0 5	0 5	—	—		
	Out of 5	—	Purwutrow Ramrow -	—	—	0 10	0 6	0 6	—	—		
184	6/13	—	Apaji Anundrow -	—	—	0 26	1 0	0 15	—	—		
	7/14	—	Sadoba Venkaji -	—	—	0 26	1 0	0 12	—	—		
	8	—	Vithu Jotia -	—	—	0 9	0 5	0 4	—	—		
	Out of 9	—	Bala Mahipat -	—	—	0 9	0 6	0 4	—	—		
	9/10	—	Rowji Mowji -	—	—	0 33	1 4	1 0	—	—		
	Out of 11	—	Vithu Jotia -	—	—	0 6	0 3	0 3	—	—		
	Out of 11	—	Bala Mahipatrow -	—	—	0 6	0 4	0 4	—	—		
	12	—	Gunput Harbatrow -	—	—	0 5	0 4	0 4	—	—		
	—	—	Purwutrow Ramrow -	—	—	0 6	0 3	0 3	—	—		
185	—	172	Vinayak Kesheo -	8 20	19 7	8 0	12 0	11 0	—38	—43		
186	—	Out of 109	Rowji Laxman -	—	—	19 3	15 8	13 0	—	—		
187	—	Out of 110	Dowlatrow Banaji -	21 15	9 0	20 0	17 8	15 0	94	66	5	1847 to 1852
188	—	108	Sadoba Venkaji -	—	—	19 14	8 8	6 0	—	—	1	1848 to 1849
189	—	Out of 107	Rowji Mayaji -	—	—	12 5	8 8	7 0	—	—	3	1848 to 1851
190	—	Out of 107	Rama Hasu -	—	—	15 20	8 8	7 0	—	—	3	1848 to 1851
191	—	Out of 106	Wamun bin Bapu -	—	—	35 10	17 8	—	—	—		
192	—	89	Rama Hasu -	10 20½	12 8	10 30	13 6	12 12	7	2	1	1851 to 1852
	—	—	Rowji Mayaji -	10 20½	12 8	10 30	13 6	12 12	7	2		
	—	—	Narayan Sakharan -	10 20½	12 8	10 30	13 6	12 12	7	2		
	—	—	Gopala Dhondi -	5 10½	6 4	5 15	6 11	6 6	7	2		
	—	—	Kusa Dhondi -	5 10½	6 4	5 15	6 11	6 6	7	2		
	—	—	—	—	—	43 0	53 8	—	—	—		
193	—	90	Amrit Vithal -	17 26	10 0	17 10	20 8	18 0	105	80	1	1846 to 1847
194	—	91	Narayan Sakharan -	29 16	17 0	30 0	35 8	32 0	108	88	3	1850 to 1853
195	—	94	Bahira Vithu -	29 26	19 0	31 20	41 8	37 0	118	94		
196	—	Out of 105	Rudraji Bawa -	—	—	21 17	12 0	—	—	—		
197	—	Out of 104	Shivram Ramji -	—	—	24 16	13 8	11 0	—	—		
198	—	Out of 103	Gopal Dhondi -	—	—	26 10	16 8	13 0	—	—		
199	—	Out of 107	Samastara Ramosi -	—	—	26 10	16 8	—	—	—		
200	—	100	Do. -	17 35	1 14	19 15	3 12	—	—	—		
201	—	98	Masu Shiwa Mali -	26 3	3 0	40 12	5 0	5 0	66	66		
202	—	101	Rowji Mayaji -	29 36	10 0	32 10	20 0	16 0	100	60	2	1845 to 1847
203	—	95	Sambu Rama -	39 20	14 0	36 28	32 0	28 0	128	100	6	1848 to 1854
204	—	60	Pandu Babu -	20 11	11 0	21 0	21 0	20 0	90	81		
205	—	61	Malu Vithu -	34 4	19 0	32 0	38 0	36 0	100	89		
206	—	58/59	Bhicaji Ramchandara -	18 37	14 0	22 10	30 8	28 0	117	100		
207	—	57	Kondu Anundrow -	23 17	12 0	23 5	30 8	27 0	154	125	2	1848 to 1850
208	—	56	Mhatarji Nimbaji -	28 9	22 0	28 20	39 0	37 0	77	68		
209	—	55	Haibati Putalji -	25 33	21 0	26 10	37 8	—	78	—		
210	—	54	Khanderow Subhan -	6 38	2 0	8 26	4 8	3 0	125	50		
211	—	53	Raja bin Manaji -	25 2	12 0	26 20	26 8	25 0	120	108		
212	—	52	Deshmukh -	46 3	27 0	42 10	42 0	—	55	—		
213	—	51	Do. -	47 23	34 0	49 10	58 8	—	—	—		
214	—	50	Do. -	45 1	24 0	46 0	49 0	—	—	—		
215	—	96	Hanmanta Hari -	26 3	5 0	26 30	11 8	7 0	130	40	1	1848 to 1849
216	—	97	Yesu Raghu -	18 17	3 0	19 20	5 0	2 8	66	—16		
217	—	49	Guja Limbaji -	37 38	7 0	45 30	23 0	17 0	228	142		
218	—	48	Balu Vithu -	26 28	19 0	28 0	38 8	37 0	102	94	13	1843 to 1856
219	—	47	Vithu Dhulu -	26 4	4 0	27 0	37 0	35 0	825*	775	10	1845 to 1855
220	—	46	Pandu Dhondi -	41 38	13 0	42 0	29 0	24 0	123	84	3	1850 to 1853
221	—	45	Bala Vitho -	14 12½	5 0	41 10	23 0	18 0	360	260		
222	—	44	Pandu Dhondi -	27 8	31 0	27 30	34 8	33 0	11	6	11	1844 to 1855
223	—	43	Mita Nagu -	26 8	19 0	23 5	29 0	27 0	52	42	13	1843 to 1856
224	—	42	Tukaram Maya -	37 19	8 0	37 10	18 8	14 0	131	75		
225	—	41	Matarji Nimbaji -	36 2	7 0	33 20	10 8	8 0	50	14		
226	—	40	Vithu Dhulu -	26 4	19 0	3 35	5 0	5 0	—73	—73		

New No.	Sub-division.	Old No.	Names of Khatedars.	According to Old Survey.		According to Revision Survey.			Per cent. Enhancement.		No. of Years uncultivated.	Actual Years uncultivated.
				Area.	Assessment.	Area.	Assessment at the Time of the Introduction of Revised Rate.	Assessment reduced according to Government Resolution.	Original.	As reduced by Government.		
227	1 2	Out of 43 —	Mita Nagu Vithu Dhulu	A. G.	RS. A.	A. G.	RS. A.	RS. A.			13	1843 to 1856
				—	—	20 20	20 8	19 0	—	—		
228	— 1 2	39 Out of 41 38	Matarji Nimbaji Do. Bala Dhulu	25 3	17 0	25 15	27 0	25 0	58	47	4	1848 to 1852
				—	—	1 8	0 13	0 12	—	—		
229	— 1 2	39 Out of 41 38	Matarji Nimbaji Do. Bala Dhulu	32 19	5 0	20 30	9 0	5 0	80	—	4	1848 to 1852
				—	—	21 38	9 13	—	—	—		
230	—	Out of 38	Bala Dhulu	—	—	9 10	2 4	1 0	—	—	1	1852 to 1853
231	7	37	Babaji Balaji	27 3	8 0	27 30	15 8	12 0	93	50	3	1848 to 1851
232	—	Out of 14	Khandu Moreshwar	—	—	1 20	1 4	—	—	—	2	1848 to 1850
233	—	36	Hanmanta Hari	37 39	9 0	39 20	22 0	17 0	144	88		
234	—	35	Nagu Laxman	32 28	8 5	28 0	12 0	7 0	44	—15	1	1849 to 1850
235	—	99	Tukaram Vithu	38 11	9 12	18 31	4 8	2 8	—53	—74		
236	— 1 2 3 4 5	14/15 24 — 25 26 27 28	Khandu Moreshwar Sumbhu Mahad Bhagai Sadú	—	—	6 10	5 0	—	—	—	1	1852 to 1853
				0 6	0 6	0 8	0 5	0 4	—16	—33		
237	6 Out of 6	28 —	Sumbhu Mahadu Bhagai Sadú	0 6	0 6	0 9	0 5	0 4	—16	—33	1	1849 to 1850
				0 11	0 12	0 14	0 7	0 7	—41	—41		
237	7 8 Out of 8	29 30 —	Nagu Laxman Sumbhu Mahadu Bhagai Sadú	0 39	1 2	1 9	1 14	1 8	66	33	1	1849 to 1850
				0 13	0 14	0 4	0 2	0 2	—85	—85		
237	9 Out of 9	31 —	Nhagu Shiwa Masu Sadu	0 24	1 2	0 2	0 1	0 1	—94	—94	1	1849 to 1850
				0 24	1 2	0 3	0 2	0 1	—88	—94		
237	10/11/ 16/18/20 12 Out of 12	32, 34, 21, 19, 17 33 —	Pandu Dhondi Nagu Shiva Masu Sadú	—	—	0 5	0 3	—	—	—	1	1849 to 1850
				—	—	0 9	0 5	0 4	—	—		
237	13 Out of 13	28 —	Sumbhu Mahadu Bhagai Sadú	—	—	0 9	0 5	0 4	—	—	1	1849 to 1850
				—	—	0 9	0 6	0 4	—	—		
237	13 Out of 13	28 —	Sumbhu Mahadu Bhagai Sadú	—	—	0 18	0 11	—	—	—	1	1849 to 1850
				—	—	0 18	0 11	—	—	—		
237	14 15 Out of 15	23 22 —	Nagu Laxman Nagu Shiva Masu Shiva	0 17	1 1	0 17	0 10	0 8	—41	—52	1	1849 to 1850
				0 8	0 6	0 7	0 4	0 4	—33	—33		
237	14 15 Out of 15	23 22 —	Nagu Laxman Nagu Shiva Masu Shiva	0 8	0 6	0 7	0 4	0 4	—33	—33	1	1849 to 1850
				0 8	0 6	0 7	0 4	0 4	—33	—33		
237	9 Out of 9	31 —	Nhagu Shiwa Masu Sadu	0 11	0 8	0 9	0 5	0 4	—37	—50	1	1849 to 1850
				0 11	0 8	0 9	0 6	0 4	—25	—50		
237	10/11/ 16/18/20 12 Out of 12	32, 34, 21, 19, 17 33 —	Pandu Dhondi Nagu Shiva Masu Sadú	—	—	0 18	0 11	—	—	—	1	1849 to 1850
				—	—	0 18	0 11	—	—	—		
237	13 Out of 13	28 —	Sumbhu Mahadu Bhagai Sadú	1 32	4 4	2 2	3 1	2 11	—27	—36	1	1849 to 1850
				0 9½	0 6	0 12	0 7	0 6	16	—		
237	13 Out of 13	28 —	Sumbhu Mahadu Bhagai Sadú	0 9½	0 6	0 11	0 7	0 8	16	—	1	1849 to 1850
				—	—	0 23	0 14	—	—	—		
237	13 Out of 13	28 —	Sumbhu Mahadu Bhagai Sadú	—	—	0 10	0 6	0 6	—	—	1	1849 to 1850
				—	—	0 10	0 6	0 6	—	—		
237	13 Out of 13	28 —	Sumbhu Mahadu Bhagai Sadú	—	—	0 20	0 12	—	—	—	1	1849 to 1850
				—	—	0 20	0 12	—	—	—		
237	14 15 Out of 15	23 22 —	Nagu Laxman Nagu Shiva Masu Shiva	0 18	1 5	0 23	0 14	0 12	—33	—42	1	1849 to 1850
				0 13½	0 12	0 14	0 8	0 8	—33	—33		
237	14 15 Out of 15	23 22 —	Nagu Laxman Nagu Shiva Masu Shiva	0 13½	0 12	0 14	0 8	0 8	—33	—33	1	1849 to 1850
				—	—	0 14	0 8	0 8	—33	—33		
237	17 Out of 17	20 —	Nagu Shiva Masu Shidu	—	—	0 10	0 6	0 6	—	—	1	1849 to 1850
				—	—	0 10	0 6	0 6	—	—		
237	17 Out of 17	20 —	Nagu Shiva Masu Shidu	—	—	0 10	0 6	0 6	—	—	1	1849 to 1850
				—	—	0 10	0 6	0 6	—	—		
237	19 Out of 19	— —	Nagu Shiva Masu Shiva	—	—	0 20	0 12	—	—	—	1	1849 to 1850
				—	—	0 20	0 12	—	—	—		
237	19 Out of 19	— —	Nagu Shiva Masu Shiva	0 5½	0 5	0 8	0 5	0 4	—	—20	1	1849 to 1850
				0 5½	0 5	0 8	0 5	0 4	—	—20		
237	19 Out of 19	— —	Nagu Shiva Masu Shiva	—	—	0 16	0 10	—	—	—	1	1849 to 1850
				—	—	0 16	0 10	—	—	—		
237	21 Out of 21	16 —	Nagu Shiva Masu Shiva	0 13	0 11	0 10	0 5	0 4	—54	—63	1	1849 to 1850
				0 13	0 11	0 10	0 5	0 4	—54	—63		
238	— Out of 8	8 —	Bapu Sultana Nagu Laxman	—	—	0 20	0 10	—	—	—	2	1850 to 1852
				—	—	9 28	14 5	—	—	—		
238	— Out of 8	8 —	Bapu Sultana Nagu Laxman	—	—	2 35	2 4	2 0	—	—	1	1849 to 1850
				—	—	7 27	5 0	4 0	—	—		
239	— Out of 99	35 —	Tukaram Vithu Mahadhavrow Vithal	—	—	20 0	11 0	9 0	—	—	1	1849 to 1850
				—	—	0 18	19 0	18 0	—	—		
240	— Out of 7	7 —	Bapu Sultana Nagu Shiva	—	—	0 24	7 8	6 0	—	—	2	1850 to 1852
				—	—	0 24	7 8	6 0	—	—		
241	— Out of 6	6 —	Bapu Sultana Nagu Shiva	—	—	6 10	2 12	1 8	—	—	1	1849 to 1850
				—	—	6 10	2 12	1 8	—	—		
242	— Out of 5	5 —	Bapu Sultana Nagu Shiva	—	—	6 10	2 12	1 8	—	—	1	1849 to 1850
				—	—	6 10	2 12	1 8	—	—		
243	— Out of 5	5 —	Bapu Sultana Nagu Shiva	—	—	6 10	2 12	1 8	—	—	1	1849 to 1850
				—	—	6 10	2 12	1 8	—	—		

New No.	Sub-division.	Old No.	Names of Khatedars.	According to Old Survey.		According to Revision Survey.			Per cent. Enhancement.		No. of Years uncultivated.	Actual Years uncultivated.	
				Area.	Assessment.	Area.	Assessment at the Time of the Introduction of Revised Rate.	Assessment reduced according to Government Resolution.	Original.	As reduced by Government.			
244 {	1 2	Out of 5 —	Sakharam Nimba -	A. G.	RS. A.	A. G.	RS. A.	RS. A.	—	—	6 3	1848 to 1854	
			Sambhu Mahadu -	—	—	5 5	3 0	2 0	—	—			
			—	—	—	4 10	1 14	1 8	—	—			
			—	—	—	9 15	4 14	—	—	—			
245	—	Out of 5	Pandu Dhondu -	—	—	8 30	7 8	7 0	—	—			1849 to 1852
246	—	Out of 2	Chaturbhuj Laxman -	—	—	11 25	7 8	6 0	—	—			
247	—	Out of 1	Rowji Mayaji -	—	—	0 6	0 1	0 1	—	—			
—	—	—	Narayan Sakharam -	—	—	0 28	0 5	0 2	—	—			
—	—	—	Mhapa Kasu -	—	—	0 4	0 1	0 1	—	—			
—	—	—	Rama Hasu -	—	—	0 4	0 1	0 1	—	—			
—	—	—	Krishnaji Khunde- row.	—	—	0 14	0 2	0 1	—	—			
—	—	—	Tukaram Vithu -	—	—	0 4	0 1	0 1	—	—			
—	—	—	Deoji Sadashiv -	—	—	0 19	0 4	0 1	—	—			
—	—	—	Gopal Dhondi -	—	—	0 5	0 1	0 1	—	—			
—	—	—	Kusa Dhondi -	—	—	0 6	0 1	0 1	—	—			
—	—	—	Gopal Govinda -	—	—	0 6	0 1	0 1	—	—			
—	—	—	Hanmanta Hari -	—	—	0 14	0 2	0 1	—	—			
—	—	—	—	—	—	2 30	1 4	—	—	—			
248	—	88	Madhow Vithal -	41 16	—	27 0	37 0	35 0	—	—			
249 {	1	84	Bhiva Nimba -	21 39½	—	23 10	27 8	26 0	—	—			
	2	—	Mhalu Moghaji -	—	—	2 0	3 0	2 8	—	—			
—	—	—	—	—	—	25 10	30 8	—	—	—			
250	—	Out of 5	Masu Sidu -	—	—	5 35	2 8	1 8	—	—			

MEMORANDUM BY MR. AUCKLAND COLVIN.*

As I shall be shortly making over to my successor my place on this Commission, it may be well that I should leave some record of my views. The inquiry is still too incomplete to allow of my treating the subject exhaustively, but I may succinctly review the result of our investigations so far as they have now gone, and note down my conclusions.

Object of the Memorandum.

2. We have, first, to show what are the causes which have led to the depressed condition of the ryots; and, secondly, to ascertain what causes at the present moment, more than at any other, have stimulated the ryots in certain districts to take up a position of active hostility to their money-lenders, with whom they had hitherto lived amicably. The former, as common to Poona and Ahmednagar (and I may now add Sholapur), with other Bombay collectorates in which a similar condition prevails, should be general causes, and on the whole constant in their operation; the latter we may expect to find special, and restricted in their operation to the disturbed collectorates. I will take first the general causes.

Causes of present crisis, general and special.

3. The extracts made by the Commission from the Bombay Records show clearly enough that indebtedness is no new thing. I need not illustrate this at any length, for the papers I refer to amply prove it. Thirty or forty years ago the "improvident ryot," the "fraudulent Marwari," and the "courts" passed regularly through the pages of the Government correspondence precisely as they figure to-day. "The usurious character of the village banya is notorious," wrote Mr. Rose in 1848, and attributed "the poverty of the Deccan ryot in a great measure to his rapacity." He is afraid, however, that it will be difficult to remedy the evil effectually, as the ryots consider the banya almost necessary to their subsistence, and their thoughtlessness and ignorance would render it easy to frustrate any attempt to check or put a stop to his exorbitant gains. "The interest agreed upon in cases where the ryots are concerned is generally enormous, and the agreements are often fraudulently procured." So, too, Captain Anderson, writing in 1854 of Taluka Newasa, in the Ahmednagar collectorate:—

(1.) Former indebtedness.

I am led to believe, from inquiries made by me at the time of settlement, that about two-thirds of the ryots are in the hands of the Marwaris, and that the average debt of each individual is not less than Rs. 100. This under any circumstances would be a very heavy burden on the agricultural population, and owing to the harsh and usurious proceedings of many of the Marwaris, the system has engendered so much bad feeling, and the outcry regarding it on the part of the ryots is so loud and general, that it would be most satisfactory if measures could be adopted for the mitigation of its attendant evil."

And again, in Taluka Kharda:—

"The principal outcry, however, here as elsewhere, is against the Marwaris and the civil courts."

It will be enough to add here that the present debts are in a great measure the issue and outcome of the old indebtedness, and it is *the ancestral debt* which I should place first among the general causes.

4. But it was believed that the survey, by ensuring a light assessment, would enable the cultivator by degrees to free himself from the debt which hung round him. That the introduction of a light assessment might ultimately increase the ryot's embarrassments does not seem to have been generally foreseen, though Sir George Wingate, in 1852, warned the Government of it and asked for precautionary measures. (I cannot quote his letter, for it is passing at this moment through the press in Bombay.)

(2.) Effect of survey and settlement on credit.

"The present value of land represents another addition to the material wealth of the people of the district—

Colonel Francis, Survey and Settlement Commissioner, Northern Division, in writing in 1867 of the revised assessment of the Indapur Taluka of the Poona district,—

ascribable to the settlement. It has been shown in the first part of this report that prior to the introduction of that measure there were hundreds of acres lying waste and unprofitable, which no man cared to cultivate owing to the oppressive nature of the assessment and our defective system of revenue administration. All those broad acres have not merely been brought under tillage and thereby rendered profitable to the State, but their occupancy right has become a valuable private property. In proof of this I would refer to the results of the several land sales which have taken place during the last two years.'

And he goes on to state that the—

"Right of occupancy in land held under the settlement is now worth 17 years' purchase of the assessment. We may consequently assume that the private property pertaining to the occupancy of land now vested in the inhabitants of this district represents a capital of upwards of 13½ lakhs." —*Selections from Bombay Records*, No. CVII., New Series, pp. 51-52.

Similarly, in the debates on the passing of Act. I. of 1865, Sir W. Mansfield said that from 1850-51 to 1860-61 cultivation had increased "by upwards of 5,000,000 acres, *i.e.*, upwards of 40 per cent." This was no doubt all very true, and if the survey had found a district even tolerably free of debt, this creation of a new and valuable property would have been to the ryot's benefit. But "with a district half depopulated," and "with heavy outstanding balances betokening the poverty of the people and the low state of its agricultural resources" (*ibid.*, p. 21), the rapid rise in the value of property served probably to inflate the credit of an uneducated people and to open a further field for money-dealers. The stock, seed, and cattle necessary for extended cultivation could have been obtained only on the credit of the "broad acres," which were probably in great measure broken up with aid of borrowed capital. The sudden creation of a new and good security would tempt to improvidence on the one hand and to speculation on the other. Extraordinary facilities for borrowing would be given to cultivating classes, too ignorant to use the opportunity to advantage, and too involved to be able to profit by it. Greater certainty of recovery would be assured to the moneyed classes, who live chiefly on the necessities of the cultivators. As one of the settlement officers of the day put it:—

"As long as the ryot is in the hands of the money-lender how can he prosper being so involved? Should he do so, his prosperity would only make the usurer the richer, without materially (if at all) increasing his own resources."—Lieutenant Burgess, CXXIII., *Bombay Selections*.

Similarly we read:—

"In 1841 Mr. Hart writes:—'Since the introduction of the present fixed assessment, the population of the district has much increased, cultivation has been rapidly extended, and the Government revenues annually enlarged, with less necessity for the grant of remissions, while the social as well as pecuniary condition of the peasants has been perceptibly improved.' He points out, however, *an evil arising from the reduction of assessment, viz., the too suddenly extended cultivation naturally caused by it*; so that a man instead of being contented with the land that he had and could cultivate, and saving money to increase his stock, took up twice as much land, which he could not cultivate properly, and on which in a bad season he was sure of remission."—P. 248, No. CXLV., *Bombay Selections*.

This sudden impulse given to credit, and artificial stimulus applied both to creditor and debtor by the survey assessments may, I think, come next among the general causes of the present indebtedness.

(3.) Effect of high prices on credit.

5. But while this addition to the value of their property was by no means unmixed benefit to the agriculturists, a further increase of thriftlessness on the one hand and of greed on the other was unquestionably caused by the sudden and shortlived prosperity which accompanied the high prices consequent on the American war. Prosperity coming suddenly to men who do not know how to use it opens a side door to ruin, and no men did it ever visit more suddenly, or find more unready, than the Kumbis of the Deccan. In the debate above alluded to Mr. Robertson said that land then sold for 20 times the annual assessment, Mr. Cassel adding that 30 was nearer the mark. If in some cases they cleared off their debts, they incurred in many others fresh liabilities, while their larger credit enabled them to sow on a scale more profuse than hitherto the seeds of future embarrassments. The stories told of the careless extravagance of those days—silver tires to cart-wheels, fabulous prices paid for fancy bullocks, and so on—are numerous: and withal there occurred a sensible improvement in the style of houses and of living. To a class already in debt a brief season of high prices brought in this manner further ultimate embarrassment, and by giving them for a time a taste of better things, made more intolerable to them the difficulties which they had hitherto accepted as their inheritance. *The temporary prosperity, then, of 1862-65 may be added to the general causes which have led to the present crisis.*

(4.) Fall of prices.

6. The relapse into low prices with its consequences of contracted credit and pressure of creditors has been almost as rapid as the rise in prices. The table at page 15 of Mr. Pedder's "Leading Points regarding Revision of Settlement" shows that from 1857 to 1860, 35 seers of jowari sold for the rupee; from 1861 to 1866, 18 seers; from 1870 to 1872, 27¼ seers; and in September, 1874, 50 seers. In the Indápur Taluka the average price of jowari was 13 seers in 1863-64; in 1874, 50 seers. In Haveli, bajri sold in the five years 1866-70 for 14 seers, and in September, 1874, for 23. The result of so sudden a fall would be felt in two ways. It would induce the creditor to press for settlement of account, and it would at the same time greatly diminish the debtor's power of payment, so that *the sudden fall of price since 1865-66 comes next.*

(5.) Effect of fall of prices on credit illus-

7. The registration returns at present before the Commission illustrate in a measure the pressure of falling prices and decreasing credit. It is probable that they will be considerably added to, but the following figures will serve my present purpose.

In Ahmednagar the following figures show for all offices, except the city and Nagar taluka (excluded as being mainly non-agricultural), the number of sales and mortgages of immovable property, whether more or less than Rs. 100, during 1866-74 :—

trated by re-
gistration
and litiga-
tion.

	Number.		Number.
1866	- - - 3,440	1871	- - - 4,274
1867	- - - 3,663	1872	- - - 4,585
1868	- - - 4,700	1873	- - - 3,803
1869	- - - 4,722	1874	- - - 2,912
1870	- - - 5,891		

Again, in the talukas of Sirur, Indápur, and Bhimthari of the Poona district, the following are the figures for the number of instruments of sale and mortgage of immoveable property whether over or under Rs. 100 :—

1866	- - - 1,428	1871	- - - 1,708
1867	- - - 803	1872	- - - 1,967
1868	- - - 804*	1873	- - - 1,833
1869	- - - 1,438	1874	- - - 1,122
1870	- - - 1,729		

In either case the rise up to 1872 and the sudden fall of the last two years will be noticed. It would seem that while up to 1872 credit was largely and increasingly drawn upon, during the last two years it has shown signs of exhaustion; the fall in 1874 being especially remarkable. I have not given the values, because I do not believe they are real values. Land is frequently sold or mortgaged for sums which do not represent its true price or the *bona fide* debt, but the figure which it has reached after the accumulation of compound interest, which the creditor never hopes to recover, and which is merely put on to swell the apparent debt.

Again, the relative numbers of applications for execution of decrees during the last four years, as shown in the Government Administration Reports, have been as follows :—

1870-71	- - - 185,133	1872-73	- - - 205,192
1871-72	- - - 187,808	1873-74	- - - 266,581

I am not sure whether in the last entry the figures for Sind (which are excluded in the former years' statements) are not included, but they would make but little difference. In 1871 they amounted to 7,259, and in 1872 to 7,591 only.

Similarly, take the total value of suits :—

	RS.
1871-72	- - - 1,38,54,789
1872-73	- - - 1,44,33,646
1873-74	- - - 1,80,85,122

The subordinate judge of Pátas gives the following return of suits and applications for execution :—

Year.	No. of original suits.	Applications for executions.
1871-72	- - - 1,532	2,054
1872-73	- - - 1,766	1,881
1874-74	- - - 1,489	2,107
1874-75	- - - 1,966	2,691

From another return I find that the total of suits in the several Poona courts was 9,076 in 1874, against 6,889 in 1865.

The above figures will illustrate the pressure put upon the people during the last two years. The number of applications for civil imprisonment, the number of debtors imprisoned, and the comparative number of suits for money debts would doubtless bring the point out clearer; but unfortunately the appendices to the Bombay administration reports vary so constantly that it is impossible to obtain from the report of one year figures corresponding for other years, or even, in some cases, to reconcile figures purporting to show the same results for a single year.

Whether, again, during the last four years there has been any increase in the number of coercive processes for the realisation of land-revenue the administration reports do not

* Approximate; actual figures given only for three months.

show. But enough has been entered here to illustrate the cause which I should place next among the general sources of the present embarrassments, viz., *the pressure put upon debtors owing to the fall in prices and the necessity of contracting credit.*

Three remaining causes.

8. The other three general causes may be at present more briefly noted, for though most important in themselves, the one is self-evident, while the two latter require more analysis than can be given at this stage. They are, *the extreme ignorance of the cultivating population; the facilities given to creditors by the law; and the growth of the population on the soil, combined with the decreasing area of cultivable waste.*

Causes special to the disturbed districts.

9. The above then are the general causes which appear to me to have led to the present condition of the ryots. So far as I have been able to ascertain they apply, though with varying force, to all parts of the Presidency. There remains to consider the group of special causes which particularly affect the tracts which were the scene of the late disturbances.

Original poverty, Poona.

10. In the first place, the *population has been long described as exceptionally poor.* The following extracts will illustrate this. The first is from a report by Lieutenant Robertson, Assistant-Superintendent, Revenue Survey, writing in 1840 of Pábal in the Poona district :—

“The condition of the people of this turruf is by no means so impoverished as of those who fell under my notice further eastward in the Sholapur Collectorate, and the existing assessment, although unquestionably too heavy, is not so intolerable as elsewhere. *Wretched though the peasantry be, yet they are some shades better circumstanced in their house, clothing, and personal necessities, and also in their stock and agricultural essentials.* The villages are in many places much dilapidated and their walls crumbling to the ground. There are 33 chowrees, of which 19 are inhabitable and the remainder in a miserable plight.”—*Bombay Selections*, No. CXLV., p. 139, *Pábal Revision*.

Writing in 1872, Colonel Waddington spoke of their condition as showing a “marked improvement,” and that they might, on the whole, be said to be in prosperous circumstances. But he admits that they are still in the hands of “the money-lenders” (p. 115).

Colonel Wingate, writing in 1841, and forwarding Lieutenant Robertson’s report, adds :—

“There can be little doubt that the over-estimate of the capabilities of the Deccan formed and acted upon by our early collectors drained the country of its agricultural capital, and accounts in great measure for *the poverty and distress in which the cultivating population has ever since been plunged*” (pp. 148–149).

Again, of 39 villages which formerly belonged to the Supa division of the Purandhur pargana, but of which 30 were afterwards transferred to Bhimthari and nine to the Purandhar Taluka, Lieutenant Evans says :—

“The district is now in course of transition *from a state of great depression to one of comparative prosperity*” (p. 215).

Of 54 villages in the Pimpalgaon division of the Bhimthari Taluka, Poona :—

“What is stated there of the Kurkumb is equally true of the Pimpalgaon division of the pargana. The plundering of Holkar’s army, the famine which ensued, the alteration in the value of money, and the ravages of cholera, have all combined to the injury of the district. Their effects are visible in the falling out of cultivation of more than half the pargana, in the ruin of the villages, ~~in the~~ accumulation of balances, and in the constant necessity for remissions” (p. 279).—*Captain Nash*, 1839.

The Indápur Taluka, Colonel Francis writes, was in 1832–33—

“Half depopulated by the effects of mismanagement and the unscrupulous rapacity of native officials, with a falling revenue and annually decreasing cultivation, with heavy outstanding balances, betokening the poverty of the people and the low state of its agricultural resources.”—P. 21, *Indápur Revision*, No. CVII.

Like the other talukas, it improved under the revised survey; but it must be borne in mind that, when the observations were made of which Colonel Francis recorded the satisfactory result in 1871–72, the effect of the recent high prices was still marked, and the period of prosperity was as exceptional as its depression 35 years before had been singular.

Of the Ráburi Taluka of Ahmednagar—

Ahmednagar.

“It possesses little capital of any kind. The general poverty of the cultivators has made them fall an easy prey to the Marwaris and other money-lenders, who are to be found in every large village, and there are few cultivators of independent means who are able from their reserve funds to meet the losses caused by a bad season, the death of a bullock, or other unforeseen calamity. In an unfavourable year many ryots are even unable to earn a livelihood, and are forced to desert the district and proceed to Bombay and other places in search of labour.”—P. 7, CXVII., *Captain G. Anderson*, 1849.

Of Newása—

“A great majority of the ryots are deeply involved in debt” (1854, *Captain Anderson*, CXXIII., p. 13). “Such is the poverty of the husbandmen of this and other districts that they appear to be all

dependent upon the sowkars, who exact from them 20, 30, or even 40 per cent" (p. 176, *ibid.*, *Lieutenant Day on Newása*, 1848). "After a careful consideration of all available information, I am of opinion that about one-eighth of the agricultural class of the district may probably be in easy circumstances, but that the remainder are in *different degrees more or less of absolute poverty*" (*ibid.*, p. 192, *Mr. Gooddine*, 1851). "Although more favourably situated as regards climate than the southern villages in the suba of Párner and the petta of Kolgaon, still these villages seem to me to be the most impoverished in the district. The apparent state of poverty in which the ryots seem to be would bear me out in this opinion. *They one and all struck me as being in a wretched state of indigence.*"—P. 194, *Mr. Davidson on the Kharda Taluka*, 1842.

11. The above extracts seem to me to show pretty clearly the exceptionally impoverished state at the last survey of the Collectorates of Poona and Ahmednagar, the scene of the recent disturbances. The following further information as to the nature of the country, the soil, rainfall, and crops will fill in the picture and bring out into further relief the exceptional character of the tracts :—

"The climate of Indápur has unfortunately, however, prevented the cultivators from realizing that material wealth which is indicated by the immense rise in price of grain referred to above. *The rainfall is most precarious.* For two or three consecutive years together it is either insufficient or the falls so untimely and at such long intervals apart that no crop is brought to maturity. A good average crop every other year is too liberal an allowance as an average of the general run of seasons. From the jumabandi reports it would appear that the cultivators get a good crop about once in three years; that of the other two, one is a year of almost complete failure, and one of middling crop only."—P. 73, No. CVII., *Revision of Assessment of Indápur Taluka*, Colonel Francis, 1867.

Indápur taluka (Poona).
Rainfall; soil.

The average rainfall during five years was 5·85.

In the Haveli Taluka of Poona, 34·5 of the total cultivation of Government and Inam lands is bajri; 40·4 is jowari; 13·5 waste. In other words, dry crops of the least remunerative kind are almost the only crops grown. The rainfall in Poona is 27·07; in Pátas, 14·18.—Pp. 16, 17, *Papers relating to Revision of Haveli and other talukas in the Poona Collectorate*, No. CXLV., *Bombay Selections*, New Series.

Haveli taluka. Crops; rainfall.

In Pábal the rainfall averages 14·91; in Sirur, 13·81; in Junnar, 21·07; in Ghora, 20·1; in Khed, 19·86. Of a total proposed assessment of Rs. 15,854 in Pábal Rs. 15,733 is for "jiráyet" or dry land. Of a total of 13,841 acres, 12,772 are "jiráyet."—*Ibid.*, pp. 114–128.

Pábal. Rainfall; cultivation.

In Supa petta :—

"The kharif crops are bajri with mung, &c., the only rabi crops being jowari, among which a good deal of kurdai is sown broadcast. In the northern and eastern villages the late crops, and in those to the west and south the early crops predominate. Cultivation is very carelessly conducted, except in a few villages, and the crops overrun with weeds. Land is not ploughed more than once in three or four years, and the use of manure on dry crop lands, except to a limited extent by the folding of sheep, of which great numbers are reared, is apparently unknown. The garden lands, which are almost exclusively under irrigation, are by no means of a high class."—*Ibid.*, p. 189.

Supa. Crops; rainfall.

The rainfall is 17·51 (p. 193).

In Bhimthari—

"The country is an open plain. The soil is productive, while the rainfall is capricious, unequal, and too often scanty."—*Ibid.*, p. 239.

Of the cultivated area in 48 villages, 35·6 was jowari, 43·4 bajri, 10·5 unoccupied waste.

12. In the Ahmednagar Collectorate, Newása Taluka is described as having a naturally fertile soil, and, with good tillage, capable of yielding very rich and luxuriant crops.—No. CXXIII., *Bombay Selections*, p. 9. But—

Newása taluka (Ahmednagar).
Cultivation.

"The cultivation is principally dry crops. Garden crops, notwithstanding the plentiful supply of water, are only raised in the proportion to the entire cultivation of about one acre per cent."—(*Ibid.*).

Kharda—

"Is composed of a succession of plains or table-lands of hills (volcanic) intersected by deep ravines, the termination of the table-lands throwing off numerous spurs into the successive small plains or valleys below them, which altogether form a most intricate and rugged surface. * * * The fertility of a district thus geologically formed, and the surface of which is so irregular, will of course vary greatly in different localities. It is generally allowed by geologists that volcanic rocks form the most fertile and inexhaustible soils; but much depends on their class and upon the comparative level of their surface. The soil of the plateaus or level plains on the tops of the hill, being derived from the substratum of basalt, is in general very fertile; but that derived from the amygdaloid is much less so, which may be partly owing to its position and partly to its decomposed materials producing an excess of lime, soda, or other noxious salt. *The proportion of this rock is far greater than the basalt*, and it is difficult to convey an idea of the sterile and desolate appearance of the slopes of the hills which are composed of it. * * * On the whole, I think the district, for its size is one of the poorest we have yet measured."—*Ibid.*, pp. 183–184.

Kharda. Poverty of soil.

Of Nagar, the soil, like the climate, "varies considerably, owing to the numerous hills. The fall of rain, within limited localities, is very irregular."—*Ibid.*, p. 81.

Kortee—

“In its aspect is decidedly inferior to any district hitherto assessed. There are few trees anywhere—in some parts none; and owing to the large proportion of rocky and unprofitable ground, almost destitute of vegetation, the country generally presents a most dismal appearance.”—*Ibid.*, p. 103.

Population. When it is added that the population of Indápur is 119 to the culturable square mile, and about the same ratio in the other talukas, sufficient information will have been given to show why I should class as the second of the special causes *the exceptional character of the country.*

Enhance-
ment of re-
venue at the
revised as-
sessment. 13. Ahmednagar has not as yet come under revision of assessment, but several of the Poona Talukas have been re-assessed. The Government in their resolutions marginally noted, have ordered a material reduction both in the rates of assessment and in the amount of increase to be imposed in individual cases, or on groups of villages, or on talukas; but I am dealing at present with the assessment as imposed by the survey on revision, with its effect at that time and since upon the relations of creditor and debtor, and with the mode in which it may have operated to dislocate the amicable relations hitherto existing between them.

Enhance-
ment of re-
venue at the
revised sur-
vey assess-
ment. 14. We have been favoured by Colonel Francis with returns showing the former and revised assessments in the talukas of Bhimthari, Indápur, Sirur, and Haveli. To illustrate the effect of the new settlements on the villages concerned I note the following cases, premising that they are not selected, but are simply every fifth entry :—

Taluka and Village.		Old Assessment.	New Assessment.	Old Average Rate.	New Average Rate.	Cultivated Area.	
						Old.	New.
BHIMTHARI TALUKA.							
		RS.	RS.	RS. A. P.	RS. A. P.	ACRES	ACRES.
	Mirwadi - - -	820	1,680	0 6 9	0 13 8	1,951	1,963
	Bori Aindi - - -	1,375	2,318	0 7 5	0 10 0	2,953	3,721
	Wálki - - - - -	1,545	2,699	0 10 4	1 0 1	2,398	2,526
	Pánaoli - - - -	342	453	0 5 11	0 6 4	913	1,150
5	Khutbar - - - -	867	884	0 6 2	0 6 0	2,246	2,368
	Bori Pardhi - - -	1,051	1,869	0 7 1	0 11 3	2,371	2,665
	Roti - - - - -	490	658	0 5 5	0 6 2	1,440	1,702
	Hingun Gadi - - -	693	1,041	0 3 10	0 4 4	2,899	3,379
	Sirsuphal - - - -	2,665	4,372	0 3 7	0 4 7	11,999	15,190
10	Pedgaon - - - - -	1,180	2,138	0 7 9	0 13 8	2,440	2,509
	Wadgaon Darakar -	628	1,031	0 9 10	1 0 2	1,024	1,019
	Ambi Khurd - - -	476	601	0 4 9	0 5 7	1,595	1,734
	Chopdaj - - - - -	865	1,231	0 6 4	0 7 10	2,191	2,503
	Wálki - - - - -	669	744	0 6 5	0 6 7	1,668	1,806
15	Murum - - - - -	2,130	2,911	0 7 9	0 9 5	4,395	4,963
	Sonaoli - - - - -	969	1,458	0 5 6	0 7 11	2,824	2,948
	Jalgaon - - - - -	1,770	2,625	0 7 2	0 10 3	3,941	4,089

In the three next talukas I will take every tenth entry only, as the record becomes cumbrous.

Taluka and Village.	Old Assessment.	New Assessment.	Old Average Rate.	New Average Rate.	Cultivated Area.	
					Old.	New.
INDAPPUR TALUKA.						
	RS.	RS.	RS. A. P.	RS. A. P.	ACRES.	ACRES.
Indápur - - - - -	4,981	8,226	0 5 0	0 6 9	16,028	19,464
Bhaudgaon - - - - -	1,242	1,854	0 6 11	0 9 11	2,888	2,999
Shetphal - - - - -	1,394	2,102	0 6 4	0 9 4	3,510	3,607
Bhandi - - - - -	469	780	0 5 10	0 8 8	1,286	1,445
Sugaon - - - - -	533	979	0 6 7	0 10 11	1,288	1,434
Akola - - - - -	1,173	1,751	0 5 3	0 6 11	1,636	2,217
Loni - - - - -	1,261	1,860	0 6 3	0 8 8	3,249	3,429
Udhat - - - - -	685	898	0 7 11	0 10 0	1,390	1,438

Taluka and village.	Old Assessment.	New Assessment.	Old Average Rate.	New Average Rate.	Cultivated Area.	
					Old.	New.
SIRUR TALUKA.						
	RS.	RS.	RS. A. P.	RS. A. P.	ACRES.	ACRES.
Kanhur - - - -	4,177	7,401	0 7 0	0 14 4	7,790	8,279
Shikrapur - - -	4,162	5,587	0 6 0	1 0 9	5,333	5,445
Shintakrar - - -	203	373	0 11 0	0 15 4	272	390
HAVELI TALUKA.						
Ghorpari - - - -	890	1,891	1 2 8	2 4 11	764	819
Wadgaon Sheri - -	475	931	0 7 5	0 12 3	1,027	1,213
Pashan - - - -	1,558	2,454	0 10 9	1 0 7	2,314	2,364
Nandosi - - - -	680	1,037	0 11 3	0 15 7	969	1,064
Phursaugi - - - -	3,153	5,239	0 14 0	1 6 0	3,613	3,817
Mulkhed - - - -	669	1,098	0 14 6	1 5 7	740	814
Kolewadi - - - -	1,912	3,696	0 9 10	1 0 2	3,123	3,652
Pimpri - - - -	1,689	2,718	0 9 6	0 15 1	2,834	2,887

In estimating the significance of these figures it must be remembered that the "old assessment" does not mean, as ordinarily in the north-west provinces, the assessment of the *first* year of the expiring survey, but of the last year—i.e., the year immediately preceding the introduction of the new assessment. The amount paid *during* the currency of the settlement increases as assessed land is brought under cultivation, and the increase between the first year of the original and the first of the revised demand is in most cases very much greater than would seem from the above figures. This will be illustrated presently, but before passing to the illustration, it must be further noted that "old cultivation" means the cultivated area in the year immediately prior to the new survey. The new survey shows in many cases different figures of cultivation, because in the districts which 30 years ago were the first to come under the present system of survey the classification of uncultivable land was often inaccurate, and included much which was cultivated during term of settlement and at revision was accordingly entered as cultivated. To this re-classification much of the enhanced assessment is due. The new assessment also, it must be added, represents the assessment on all assessable lands, though all assessable lands may not be actually taken up at the time of the survey. However, as a matter of fact, they almost all were taken up in the talukas now in question; the area of land not taken up is infinitesimal; and for purposes of comparison the assessment of the first year of the revised survey may be taken as the full assessment.

Enhancement not to be calculated as in Upper India.

It will be well to note here a few of the extreme cases of enhancement, apparently not due to any errors of survey, and in which the increased area of cultivation does not account for much increase in revenue. In this, as in the previous figures, the entries under the old and new average rate should be noted for comparison:—

Illustrations of extreme cases of enhancement.

Taluka.	Village.	Old Assessment.	New Assessment.	Old Average Rate.	New Average Rate.	Cultivated Area.	
						Old.	New.
		RS.	RS.	RS. A. P.	RS. A. P.	ACRES.	ACRES.
Bhimthari	Kasurdi -	1,233	2,326	0 8 9	0 14 8	2,343	2,543
	Kedgaon -	2,241	3,820	0 7 8	0 12 8	4,672	4,828
	Pargaon -	4,086	7,962	0 9 1	0 15 4	7,214	7,637
	Naugaon -	2,776	4,892	0 10 6	1 2 1	4,222	4,319
	Khopodi -	489	960	0 9 0	1 1 7	873	875
	Dapodi -	1,510	3,026	0 9 4	1 2 1	2,588	2,666
Indapur	Patas -	2,527	3,591	0 7 6	0 11 6	5,391	5,004
	Banda -	6,787	10,528	0 6 3	0 9 1	17,348	18,482
	Warkuta -	1,194	2,289	0 4 5	0 7 5	4,322	4,955
	Ajoti -	559	1,163	0 6 3	0 11 11	1,438	1,562
Sirur	Talegaon -	11,631	19,184	0 11 2	1 1 0	16,691	18,030
	Pimpli -	662	1,006	0 10 3	0 14 8	1,037	1,099
	Kotasirur -	2,440	4,742	0 4 0	0 6 11	9,610	10,905
Haveli	Bhamburde -	1,094	2,459	0 10 9	1 8 3	1,633	1,618
	Hadapsar -	3,288	5,599	0 14 4	1 7 9	3,676	3,773
	Nandira -	1,041	1,706	1 2 2	1 14 3	915	900
	Balawadi -	633	1,129	0 12 11	1 6 3	784	812
	Naugaon -	1,693	3,227	0 8 2	1 13 5	3,330	3,849
	Kolewadi -	1,912	3,696	0 9 10	1 0 2	3,123	3,652

Comparison of enhancement between the initial years of the two surveys.

In further illustration of the initial assessment imposed at the two surveys, I take the following figures :—

Taluka.	Average Collections.		Assessment of Revised Settlement on cultivated Land (excluding waste).
	First 10 years of Settlement.	Last 10 Years.	
* Indapur - - -	RS. 65,220	RS. 83,048	RS. 1,24,506
† Haveli (84 villages) - -	69,744	78,152	1,34,189

Taluka.	Average Collections of First Six Years of Survey.	Average Collections of last 10 Years.	Revised Assessment.
‡ Pábal (56 villages) - -	RS. 81,784 (Collections of first 10 years).	RS. 92,297	RS. 1,52,228
§ Supa (39 villages) - -	48,856	55,500	81,943
Bhimthari (48 villages) -	43,407	72,588	1,29,842

It is not very easy to any one unfamiliar with the local system of reports and tables to pick out figures like the above ; but I have given the pages at which the figures will be found, and perhaps the Commission will be good enough to satisfy themselves of their accuracy.

The result would seem to be, then, that in the villages of the above five talukas, of which the printed reports are before me, the increase in 30 years was as follows :—

Taluka.	Collections of First Period of Initial Settlement.	Revised Assessment at expiry of 30 Years.	Percentage of Increase in the thirtieth Year over the Collections of the First Period.
Indápur - - -	RS. 65,220	RS. 1,24,506	RS. 90
Haveli - - -	64,452	1,34,189	108
Pábal - - -	66,508	1,52,228	85
Supa - - -	48,856	81,943	68
Bhimthari - -	43,407	1,29,842	199

Survey figures of enhancement in five Poona Talukas.

The real increase is considerably greater, because the collections of the *first decade* were considerably in excess of the collections of the *first year* of the old survey. Finally, a statement furnished by Colonel Francis shows the percentage of increase between the assessment in the *last year* of the old settlement and the *first year* of the new—a single year—to be as follows :—

	Percentage.
Indápur - - -	56
Pábal - - -	48
Haveli - - -	66
Bhimthari - -	63
Supa - - -	32

Effect of survey enhancement.

The highest percentage of increase in any district in the North-West Provinces between the first year of the old and of the new settlement (a period of 30 years) has hitherto been 36, and this is in the exceptional, because recently reclaimed districts of Gorakhpur and Basti : the average for the province is 16 per cent. The difference between the land cultivated at the old and the new assessment has been enjoyed by the agricultural classes in that province for 30 years. At the end of that term they have undergone an

* Pages 39, 76, Indápur, No. CVIL.
† Pages 120–123 and paragraph 2, Government Resolution, dated 29th October 1874, No. 5739.
§ Pages 195–21 and paragraph 235.
‡ Pages 84, 90, Haveli, No. CXLV.
|| Pages 250–253.

enhancement of 16 per cent., once and for all, *over a term of sixty years*. Payment of a full assessment on lands broken up during settlement, as well as of a sum down for the right of occupancy, and further payment of enhanced revenue on the whole holding at revision, leaves but a scanty balance for accidents or bad years. The effect, moreover, of so great and so sudden a rise as 50 or 60 per cent. on the credit of cultivators is obvious; but that effect, in the case before us, must have been greatly aggravated from the fact that the introduction of these heavily enhanced assessments was synchronous with the commencement of reaction, falling credit, falling prices, and pressing creditors. The period during which the new demand was introduced ranged from 1868-69 to 1874-75. There were further circumstances attending the revision of the demand which will be noticed presently, and which must have added to the force of the blow struck by revision at the value of landed securities. For fuller information on this point, we want a return showing for the districts which have come under revision figures for the last 10 years giving the number of processes, the number of sales and of remissions, the amount of land thrown out of cultivation, and the amount of interest or fines annually levied on arrears. The collector of Poona has stated that "the difficulty of collecting the revenue has largely increased" (No. 1992 October 1875), giving as chief among other reasons that—

"Most of the land is mortgaged, and that the money-lender has to pay the assessment, which he will not do until he has exhausted every artifice to obtain a reduction of assessment."

I think the above considerations justify me in placing *the excessive enhancement of the revised settlements* as third among the special causes which have combined to disturb the relations of debtor and creditor in the Poona district, and the adjoining Ahmednagar district, in which survey will shortly commence.

15. The only other cause which I have to specify here as specially affecting the Deccan is the extent to which it has apparently been made the scene of the Marwaris' operations. I speak of course with no personal knowledge, but I am told that the Marwaris are peculiarly numerous and active in the Deccan, and as they are the most pushing and unscrupulous of money-lenders, it is probable that they have not spared the ryot at this crisis.

Great prevalence of Marwaris in the Deccan.

16. So much for the causes of indebtedness generally, and for the special causes which have combined with them in the disturbed tracts to tighten the relations between the money-lenders and the cultivating classes. With the immediate motives for the outbreak I am not at present concerned. The Commission will deal with them in due course. What I wish to bring together here are the causes which made the districts ripe for mischief.

17. The condition of the ryot, as he is to be found in the districts of Poona and Ahmednagar, is then the result of all these concurring causes. The reports of district and other officers will be quoted to support the following brief description of what that condition now is.

Action on the cultivating classes of the above causes.

18. The Kumbi, especially if a headman, is occasionally prosperous and able to invest his little capital in petty loans; more often he is involved in the commencement or the midcourse of difficulties, the issue of which every day's observation of his fellows may teach him; and in a large number of cases, he either is in or is about to occupy the curious position which seems likely to be the outcome of all the expenditure in surveys. The position is that of a man recorded as occupier of his holding, and responsible for the payment of revenue assessed on it, but virtually reduced by pressure of debt to a tenant-at-will, holding at a rack-rent from, and sweated by, his Marwari creditor. It is in that creditor's power to eject him any day by putting in force any one of the decrees he has against him; and if allowed to hold on, it is only on condition of paying over to his creditor all the produce of his land not absolutely necessary for next year's seed grain or for the support of life. He is indebted on an average to the extent of 16 or 17 years' payment of the Government revenue. He has nothing to hope for, but lives in daily fear of the final catastrophe. Under a so-called ryotwari system it is gradually coming to this, that the ryot is the tenant and the Marwari is the proprietor. It is a zemindari settlement; but it is a zemindari settlement stripped of all the safeguards which under such a settlement in Upper India are thought indispensable to the tenant. The proprietor is irresponsible; the tenant, unprotected. It promises to become not a ryotwari, but a Marwari settlement. The settlement is more and more between the Government and the Marwari, though neither declares the position. While the Marwari has no wish to possess himself of the land, but of its produce only, the Government, so long as the Kumbi is recorded as proprietor, hesitates to look below the surface. Hence the survey which found him 30 years ago in debt, but with thousands

Sketch of the present condition of the Kumbi.

of waste acres to fall back upon, returns to him and finds him more in debt than ever, but with little or no reserve of waste acres. Nevertheless, it calls on him for largely increased payments; and the Marwari, on whom the increased payment falls, replies to the call not by remonstrating against the assessment, but by squeezing fresh bonds or by taking his debtor into court. The Kumbi's last state is worse than his first, and from all sides the pressure on him is increasing. To demonstrate the truth of the above sketch. I will quote from the reports of district and judicial officers, and give illustrations from the figures gathered by the Commission.

District Deputy Collector, Khandesh, para. 11, No. 108, dated 12th July 1874.

19. "It appears from the circumstances which came now and then to my knowledge connected with the realisation of land revenue, that the condition of some of the land-holders has been actually worse than that of day labourers. Though they with all their family members work hard throughout the year, they are obliged to take the whole produce to their creditors, and to stand at their mercy for livelihood and even for the assessment of land. They have no liberty to dispose of the fruit of their labour—a very grievous state of things indeed."

Collector, Násik, No. 2518, dated 24th July 1874. First Assistant Collector Ahmednagar, No. 188, dated 6th July 1874.

"But what more than all keeps the people down is the unfortunately common custom of the ryot making over the whole of his crop to his sowkar, who takes it at his own valuation, often a most unfair one; and thus the ryot when once in the money-lender's hands is never allowed to get free."

"The ryots, especially in Sheogaon and Neware, are in a very impoverished state, and I believe that in numberless cases they are actually only cultivating as servants of sowkars, although the land may still be standing in their own names. The farm bullocks, and indeed everything of value, either belong to the money-lenders or are mortgaged to them, and these money-lenders sweep off the crops as soon as harvested, only leaving with the ryots barely sufficient to eke out a subsistence till the following year. They are too ignorant and powerless to help themselves, and gradually, unless measures are taken to protect them, must become extinguished as a class of tenant farmers, and must descend to be farm servants or labourers in the employ of Marwaris or other capitalists."

Second Assistant Collector, Ahmednagar, No. 253, dated 4th July 1874.

"The present land assessment is light and takes but a very small proportion of the produce of the soil; still there is a great deal of trouble in getting it paid. The people were said to be deeply in debt when the survey was introduced nearly 30 years ago, and it was hoped that the moderation of the new rates would enable them to free themselves. They are, however, more involved now than they were then, and the bonds registered in our offices show how hard are the bargains made with them."

Collector, Poona, No. 1992, dated 4th October 1875.

"The difficulty of collecting the revenue has largely increased, owing chiefly to the fact that most of the land is mortgaged, and that the money-lender has to pay the assessment, which he will not do until he has exhausted every artifice to obtain a reduction of the assessment. * * * The majority of the cultivators are not *boná fide* in possession of their holdings. The land stands in their name, but they are practically tenants-at-will of their Marwari creditor, who pays the assessment and takes a portion of the produce—usually about one-half."

Collector, Ahmednagar, No. 2899, dated 5th October 1875.

"It is to be feared that not two-fifths of the ryots in most parts of the district are *boná fide* in possession of their holdings, more than three-fifths of them being so deeply in debt to their sowkars that under our present Civil Courts system it is utterly impossible that they should ever get out of their power. It is the object of the sowkar to get his debtors thus hopelessly into his power, and when they are so they are little better than his tenants-at-will. But yet there is what to the ryot makes a difference; for in most cases the ancestral acres still stand in the ryot's name, and he lives by and cultivates them; as it is not as a rule the sowkar's object in the first place to get the land in his own name, since he cannot cultivate it himself, and often, when he has got it, the ryots of the village by combining not to cultivate for him make it less profitable to him than it was before * * * As to what the exact condition is under which the ryot is allowed thus to continue in name the owner of his land and to cultivate his ancestral holding it is a very simple one. He is allowed to do so just as long as the sowkar can get more out of him than he thinks he could from the land direct without his intervention."

Collector, Dharwar, No. 67, dated 7th January 1875.

"If full and careful inquiries were instituted in those districts where the condition of the ryot is reported as unfavourable, it would probably be found that a very large proportion of the cultivators have parted with their occupancy rights, and are now cultivating either as sub-tenants paying high rates or upon (to them) the most ruinous system of "koré tenancy," under which the ryot cultivates the land and hands over to his creditor the bulk of the produce."

Memorandum, Revenue Commissioner, Southern Division, No. 2492, dated 17th August 1875.

"Of the condition of the people generally Mr. Boswell and his assistants give a very melancholy account. They are described as almost universally overwhelmed with debt, unable to cultivate properly in consequence (of which a striking example is given by the fact that Government having at great expense provided the means of irrigation so much required in the parched district for nearly 42,000 acres, the people have as yet been able to irrigate less than 500 acres), and rapidly losing their land which is passing into the hands of the sowkars. If what is stated by Mr. Sinclair—that the only ryots at all prosperous are those who having received some education are able to combat the sowkars with their own weapons, fraud, chicanery, and even forgery—is correct, it is deplorable to find that moral as well as material degradation has been the result of measures intended to promote the welfare of the people."

Statement of Subordinate Judges.

20. I will not give further extracts here, but of the 47 printed foolscap pages of extracts from district reports for the single year 1873-74, the greater part is occupied with similar statements. They will doubtless be sent on to Government with the Commission's report, and I will not refer to them here further than to say that from all parts of the Presidency the tale is in substance the same. But, the collateral testimony of Subordinate Justices who have good opportunities of making themselves acquainted with the nature of the relations between creditor and debtor, may be briefly noted.

Sub-Judge, Pátas, dated

The ryots within the jurisdiction of this court are involved in debt to an extent beyond all hopes of redemption, and they are completely in the hands of the money-lending classes. The ryots have

learnt to view decrees, attachments, and sales with the utmost indifference, and will not move a step to protect themselves from the rapacities of the sowkars; hence the absence of any applications from them for a change in the locality of sales, notwithstanding their knowledge that their properties were sold in court at ruinous prices for them."

"Occasionally specific agreements are made for a share in the produce. Rs. 50 are lent, in consideration of which the debtor gives one-fourth share in the produce of his land in lieu of interest only. In case of a good harvest, one-fourth share in a year's produce is equal to the principal amount. The assessment is of course paid by the debtor. If the debtor has not the means the creditor pays it, but he charges it on the debtor with interest."

"Money-lenders generally buy such land, and it is seen that land is fast passing into the hands of sowkars from those of cultivators. The aim of the creditor is generally to possess himself of everything the debtor has; so he never stops till his debtor has lost everything. Creditors, as a rule, buy the debtor's land. The lands are generally sold at an under value."

"The indebtedness of the Kumbi is increasing, and he is sinking deeper and deeper into the mire. A few rupees borrowed from a creditor in an evil hour often serve to deprive him of his immoveables and moveables and all, and oblige him to depend on his creditor for his very bread."

21. The returns asked for by the Commission showing the ratio of indebtedness to Government revenue in the disturbed tracts have not yet been received. But Mr. Pollen, Second Assistant Collector, Khandesh, has sent us detailed statements for eighteen villages in four talukas of that district, the result of careful personal inquiry, village by village, which give the following results:—

Taluka.	Number of villages concerned.	Number of Families.	Amount of Assessment.	Amount of Debt.
			RS.	RS.
Suoda - - -	5	459	6,959	2,17,367
Chopra - - -	4	559	17,411	4,37,628
Nasirabad - - -	5	547	19,317	1,65,247
Jámner - - -	4	474	16,162	76,293
	18	2,039	59,851	8,96,535

The indebtedness varies from four to thirty-one years' revenue in the above talukas, and averages 14·9. The family average debt ranges from Rs. 160 to Rs. 782, and averages Rs. 444, with an average assessment ment of Rs. 29, or fifteen years' assessment.

In ten villages of the Ahmednagar Collectorate (taluka Párner), inquiries made in our recent tour showed these results:—

Total number of khatas - - - - - 1,000
 „ of indebted khatadars - - - - - 200
 „ „ paying between Rs. 5 and 8 - - - - - 100
 „ „ revenue - - - - - 100

Of these, the greater part owed sums from Rs. 100 downward.

22. We have also at present before us the ratio of indebtedness in the eighteen villages of three talukas, and the amount held subject to the assessment for the years 1854-55, 1861-65, 1874-75. They show, as has been mentioned, that as a rule, desire to possess themselves of the land, or to get rid of the sowkars, though in some districts they may be found willing to keep the nominal occupier on, and sweat him. In some cases a Kumbi has resort to a second money-lender, or is forced to do so, or has in his khata exceptionally good lands, that he transfers the proprietary title to his own name:—

Taluka.	Village.	Total No. of Khatas.	Revenue of Revised Survey.
Indápur - -	Indápur - -	386	Rs. 7,300
Ditto - -	Bhowri - -	336	10,000
Ditto - -	Nimgaon Khedki -	186	10,000

Taluka.	Village.	Total No. of Khatas.	Revenue of Revised Survey.	Area.	No. of Khatas held by Marwaris.	Assess- ment.	Area in Acres.
Indápur - -	Kullus - -	177	Rs. 3,767	Acres. 12,396	1854-55 1 1864-65 2 1874-75 3	Rs. 12 24 80	49 82 294
Ditto - -	Lasumé - -	127	3,836	8,643	1854-55 — 1864-65 — 1874-75-76 —	— — 330	— — 548
Ditto - -	Palasdeo - -	178	4,001	7,417	1854-55 5 1864-65 5 1874-75 11	15 48 267	19 87 467
*Purandhar -	Kusba Walhe -	285	4,906	11,558	1854-55 27 1864-65 29 1874-75 31	— 794 933	1,038 1,040 1,143
Ditto - -	Khalod - -	183	3,025	3,114	1854-55 12 1864-65 8 1874-75 6	80 68 73	114 82 82
Ditto - -	Deweh - -	306	3,695	8,474	1854-55 13 1864-65 17 1874-75 19	105 177 209	106 172 214
Ditto - -	Veer - -	162	3,027	7,184	1854-55 6 1864-65 10 1874-75 10	20 228 245	43 207 240
Ditto - -	Kasba Sasur -	384	4,645	5,692	1854-55 40 1864-65 42 1874-75 44	442 646 673	381 606 555
Ditto - -	Belsar - -	201	2,651	4,170	1854-55 18 1864-65 19 1874-75 19	187 260 240	244 274 236
Haveli - -	Wagholi - -	147	6,376	8,319	1854-55 — 1864-65 2 1874-75 4	— 84 104	— 111 87
Ditto - -	Lonikund - -	81	1,351	4,211	1854-55 — 1864-65 1 1874-75 9	— 6 145	— 4 311
Ditto - -	Lohogaon - -	132	4,435	9,106	1854-55 5 1864-65 5 1874-75 5	248 161 280	578 351 704
- -	Loni Kalbhar -	209	8,157	10,359	1854-55 3 1864-65 4 1874-75 10	66 68 450	81 81 490
- -	Nandosí - -	61	1,148	2,736	1854-55 3 1864-65 10 1874-75 17	102 215 503	156 309 573
- -	Hadaspar - -	204	6,438	5,066	1854-55 19 1864-65 23 1874-75 23	278 406 791	270 430 467

The villages after this have not yet come under revision.

more value as an illustration of the ratio of embarrass-
ment. I have a statement showing, so far as we can obtain
of each of the above villages, with the number of
against it in the last ten years, but this we have not as

been said to show that the sketch of the condition
this paragraph rests on the statements of the local
as we have at the moment before us. The
evidence, taken before the Commission, give further
of individual indebtedness, and the use which is
which he exercises.

Under their appropriate heads the several distinct causes
oper. They fall into three classes,—economic,
these three classes, I will illustrate at some
causes which I merely enumerated in the early
of numbers on a decreasing available area
revenue, and the mode in which the present law
of the rural debtor.

Now operating against the agriculturists in
their ignorance, their increasing pressure

on a decreasing available area, the poverty of their soil, their inherited debt, and the rapid fall in prices, with its consequence of contracted credit. The second only requires further illustration, the others having been already dwelt upon. pressure of population.

27. The rural population in Bombay is comparatively small, and at first sight it will seem that any danger from this source is remote. It is not instant, but I think that the picture of growing prosperity sketched recently by the survey officers at revision is not so hopeful as to them it seems. The (to me) inaccuracy of the sketch is the more important, because on it, among other points, are based the proposals for large enhancements of revenue which we have seen. I think that the increase of numbers on a constant area is, of all, the most vital source of danger to a population almost wholly agricultural, and that in proportion as it is lost sight of, will be the risk of artificially hastening the approach of serious difficulties by the action of the Survey Department. I will explain my meaning. Difficulties from increasing numbers of population.

28. I give below the proportion of increase in thirty years in the population, plough-cattle, ploughs, and houses in the several talukas of which the printed survey revision reports are before us :— Proportionate increase of population, ploughs, &c.

Taluka.	Plough Cattle.	Inhabitants.	Ploughs.	Houses.	—
Haveli -	42·8	12	19·8	7·2	
Pábal -	11·39	2·7	12·4	4	
Supa -	43·5	10·4	31·2	13	
Bhimthari -	39·5	19	22·5	37	
Indápur -	31	18	25	37	
Sholapur -	26·8	25·8	111	—	Colonel Waddington throws doubt on the accuracy of the Sholapur return.
Bársi -	51	18	60	35	
Karmála -	23	5	37	8	

29. The survey point with perfect justice to the increase under the above heads, and under the head of cultivation, in proof of the lightness of the last assessment, and the increased production of wealth ; they do not, however, draw the same attention to the *relative* increase, which appears quite as important. To me it seems very significant, that the growth of population is out of all proportion to the growth of plough-cattle, or of houses. While with increasing population there has necessarily been an increase in plough-cattle, and the total number has grown, it seems that the *individual* property in stock or houses has decreased. The Indápur figures have not escaped the attention of Colonel Francis, who observes that— Disproportion of plough-cattle and houses to population.

“Considering the large expansion of cultivation during the above-mentioned period, the increase is less than might have been expected ;”

and suggests that the season in which the census was made was, owing to drought, unfavourable to cattle, a good many having been sent for grazing elsewhere. The argument which, if Indápur alone were concerned, might be accepted, loses force when we find that *all* the talukas, with one exception, show similar results.

The same fact recurs in the Sholapur Collectorate, where it attracted more attention. Colonel Francis writes :—

“Insufficient working cattle is another cause to which I should ascribe the bad state of cultivation to be due in some measure. Many of the small holders of land—cultivators paying less than Rs. 10—have not the requisite number of cattle for working their land.”—Para. 18, No. 250, dated 14th March 1871.

Colonel Francis does not add what proportion these small holders bear to the whole. In the ten villages of Párner, recently quoted, they form a third of the whole. Government have also noticed the fact in the orders of 19th October last, on the revision of the Bársi taluka, where they say :—

“It is to be remarked that, if these returns are correct, agricultural cattle have increased in a much smaller ratio than either cultivation or population, and that the number of ploughs is still very small, averaging less than one to two holdings. The disproportionately small increase of plough cattle may, in a great measure, be attributed to the small area left of late years for grazing.”

30. I know that to many, the idea of overcrowding in the Poona and Ahmednagar Collectorates, with their unoccupied areas and their scanty population, will seem absurd. Colonel Francis points out that in Indápur the population is only 101 to the square mile, but adds :— Pressure of population proportionate to quality of soil.

“There is certainly rather an unusually large proportion of unculturable land in Indápur ; but deducting this, and making our estimate on the cultivable area alone, the average number of inhabi-

tants is only in the ratio of 119 to the mile. This shows a marked contrast to some of the Guzerat districts, where, according to returns given in one of the recent settlement reports, there are 522 souls to the same given area."—Page 54, No. CVII., *New Series, Bombay Selections*.

This, again, is true: but if, as I am informed, a single acre of cultivation in these Guzerat districts is equivalent to five such acres in Poona or Ahmednagar, the figures assume a very different aspect.

31. But to get a complete view of the position we must compare with this largely increased population the available waste area. It is obvious that if we find but little or no waste area, the rapid increase of population assumes still more significance.

Decrease of
available
waste during
settlement.

The available assessed waste at the three decennial periods of settlement in the *Indapur Taluka* was as follows (pp. 37–38, No. CVII., *Bombay Selections*):—

1. End of first decennial period	-	-	-	24,550 acres assessed waste.
2. Ditto second ditto	-	-	-	1,300 ditto.
3. Ditto third ditto	-	-	-	930 ditto.

In the *Haveli Taluka* (p. 21, No. CXLV)—

1. End of first period	-	-	-	10,000 acres waste.
2. Ditto second	-	-	-	1,922 ditto.
3. Ditto third	-	-	-	634 ditto.

In the *Pabal Taluka* (pp. 119–120)—

1. End of first period	-	-	-	18,858 acres waste.
2. Ditto second	-	-	-	18,349 ditto.
3. Ditto third	-	-	-	3,264 ditto.

In the *Supa Taluka* (p. 195)—

1. First decade	-	-	-	26,302 acres waste.
2. Second ditto	-	-	-	10,003 ditto.
3. Third ditto	-	-	-	1,843 ditto.

In the *Bhimthari Taluka* (pp. 249–250)—

1. First decade	-	-	-	43,000 acres waste.
2. Second ditto	-	-	-	2,000 ditto.
3. Third ditto	-	-	-	None ditto.

In the *Sholapur Taluka* (para 31, *Colonel Waddington's Report*, No. 33, dated 15th January, 1872.

1. First decade	-	-	-	28,000 acres assessed waste.
2. Second ditto	-	-	-	35,800 ditto.
3. Third ditto	-	-	-	None.

In the *Bársi Taluka* (paras. 26–28, *Colonel Waddington's Report*, No. 564A., dated 14th August, 1872)—

1. First decade	-	-	-	35,490 acres assessed waste.
2. Second ditto	-	-	-	15,164 ditto.
3. Third ditto	-	-	-	None.

In the *Karwale Taluka* (*Colonel Waddington's Report*, No. 921, dated 3rd October, 1873)—

1. First decade	-	-	-	61,000 acres assessed waste.
2. Second ditto	-	-	-	758 ditto.
3. Third ditto	-	-	-	464 ditto.

While, then, the increase of population has ranged from 11 to 51 per cent. in the talukas specified, the absorption of waste has everywhere kept pace with the increase of population, until, speaking generally, the whole available area has been occupied. For further increase of population there is no further margin of waste.

Similar result
of figures
for the
Southern
Division.

32. Colonel Anderson has been good enough to favour the Commission with returns of cultivation for the collectorates of the Southern Division, which I need not quote here, for this Memorandum is already running to an undue length. But the result is the same, *viz.*, a rapidly decreasing margin of avail assessed waste.

33. Under the head of *Revenue*, which comes next, I have already given illustrations of the immense increase of assessment, and the significance of the illustrations will be more fully seen when viewed in conjunction with the figures given above of rising population and decreasing waste. It is evident that, in these circumstances, to make a large enhancement of revenue is equivalent to making a large deduction from the available area. In proportion as the increase in numbers threatens to burden the soil sudden enhancement of the Government assessment—or, in other words, withdrawal of a large share of capital from the population—is equivalent to a hastening of overcrowding.

The enhancement is no cause of the pressure, but it is a very important factor in estimating at any given time its rate of progress. To take the single illustration of Bhimthari.—(No. CLXV., *New Series, Bombay Selections.*)

Population has increased 40 per cent.

Available assessed waste has fallen from 43,000 acre to none.

The assessment has increased from Rs. 86,464 to Rs. 1,46,596, so that Rs. 60,139 annually have been suddenly withdrawn from the support of a population of 32,555, which has reached the limits of the soil and which increases at the rate of 1·3 per annum. In other words, in the year before resettlement 32,555 were supported on a fund of Rs. 7,93,112 (assuming the new assessment to be one-sixth of the assets* and deducting the former assessment), or an average of Rs. 24 per head. In the year following revision the sum was reduced to Rs. 7,32,920, and the individual amount to Rs. 22 per head, *which is equivalent to an increase of 10 per cent. in the population.* At the present rate of increase, in another 30 years we shall have, in round numbers, 45,800 souls on the soil, and there being no available waste, the individual sum at present prices will, *cæteris paribus*, be Rs. 116 per head. Land which was temporarily taken into cultivation during high prices will be abandoned and will further restrict the area. Of course I am perfectly aware that grain may be imported, or that the pressure of population may raise prices, or that cultivation may be improved, or that non-agricultural employment may be found, or that the surplus population may emigrate. Of this I shall have to speak when I come to the last part of this Memorandum, viz., the extent to which the causes stimulating distress may be controlled by the Government. All that I am at present concerned to show is the action of the survey revision assessments on the population: in other words, the fiscal element of embarrassment.

Enhancement of assessment equivalent to increase of population.

34. There remains the *Judicial element*. No complaints have been louder than those against the courts—“*Courta chi upadrao*,” or “the court pest,” as the people call it. I am persuaded that much of the odium attached to the courts is simply because to the courts is entrusted the duty of enforcing consequences. But it does not at all follow that because they may be traced in great measure to an unreasonable cause, there is nothing in the complaints that is reasonable. Nor, because all is not wrong, is it by any means proved (as a judge recently occupying a seat on the bench of the Bombay High Court has advised the Commission) that all is right. Between the “*courta chi upadrao*” of Bápu, and the assurance of Baron Larpent that “suits are now decided “as quickly and as satisfactorily as they can be,” there lies a wide and debateable ground.

Action of the courts.

35. Mr Lyon is infinitely better able than I am to lay his fingers on the weak points of judicial action, (and by this I must be understood to mean not only the working of the courts, but the working of the law and procedure which the courts are bound to administer.) All that I can do is to single out the points which in the opinions furnished by the judicial officers to the Commission are most insisted on, and to note them down of presumably the causes which, from the judicial side, make most against the agricultural debtor. I will enumerate them in order, and then support them in extracts from the opinions before us. I abstain purposely from quoting the opinions of revenue officers here, because I think that far more weight is due to the opinions of judicial officers on points coming under their daily observation in the course of their duties, than to the *ab extra* views of officers in the Revenue Department.

Judicial opinion on the point.

36. The following seem to be the points most insisted on:—

Points chiefly insisted on.

That owing to the great number of undefended suits, and the Kumbi's ignorance, the courts are in great measure powerless to prevent the enforcement of fraudulent or usurious contracts;

That decrees are obtained not for *bonâ fide* execution, but as instruments of compulsion for the extortion of fresh bonds;

That warrants of arrest are similarly used;

That there is no limit to the period within which decrees are operative;

That the whole of a judgment-debtor's property, without reserve, is liable to be sold in execution of decree;

That land sold by decree of court is usually sold for much less than its value;

That the period of three years' limitation for suits for money debts now secured by the hypothecation of land compels the debtor to renew at compound interest or to be taken into court every third year;

That there is no law of insolvency.

* Note.—I take this proportion on the authority of para. 11, Government Resolution No. 4,515, dated 11th August 1875, on the revision of the Mádhá Taluka, Sholapur Collectorate.

Powerless-
ness of the
courts.

Sub-Judge,
Talegaon, No.
22, dated 14th
June 1875.

Courts power-
less against
fraud.

Pátas Sub-
Judge, No. 27,
dated 31st
March 1875.

Sub-Judge,
Balsar, dated
28th September
1875.

Judge, Ahmed-
nagar, No. 987,
dated 29th
September
1875.

Judge, Satara,
No. 1313, dated
6th October
1875.

Small Cause
Court Judge,
Ahmednagar,
No. 155, dated
29th September
1875.

Sub-Judge,
Ahmednagar,
No. 11, dated
20th October
1875.

37. To take the first,—*That owing to the great number of undefended suits, and the Kumbi's ignorance, the courts are in great measure powerless to prevent the enforcement of fraudulent or usurious contracts.*

"The civil courts often become the direct cause of the Kumbi's misery. They have no means of ascertaining the actual extent and nature of the transaction which gave rise to the litigation, and are obliged to decide upon what is laid before them in the shape of evidence. The creditor is generally an intelligent man. He does not find it difficult to secure legal advice, and the witnesses, too, are generally under his thumb. * * * None will allow the inspection of an account which has the taint of suspicion, unless forced to do so, during the progress of a suit. Even then many escape scot-free, I think, by simply deposing that they have no books, and the civil courts are powerless, for they cannot order the books to be seized so as to convict the deponents of their perjury."

"Many of the money-lenders, while admitting that they have a trade of Rs. 12,000 or so, deny that they ever keep books, and never produce them in court. * * * Besides, they (the debtors) can procure no legal assistance, for the pleaders are dependent on the money-lenders for their business, and if a pleader takes up a case for the cultivator, not only is he not able to pay his fees, but the pleader would lose almost all his business from the money-lender. * * * I have often observed a valid defence set up by a debtor in a suit frequently withdrawn, and a judgment passed with his consent. The only explanation he would give is that it is useless fighting against his sowkar; that he would be the sufferer even if he succeeded in that solitary case."

"I do not believe that the high proportion of cases decided *ex-parte* can be said to be due, even in a five-hundredth part, to the alleged unfair means practised to keep defendants in ignorance of suits filed against them. The defendants in these cases do not come to make any defence because they have none to make, or if they have any, they have no evidence to prove it. Ten or 12 in a 100 have any means to know the exact amount of their debts. A great number of these cases are brought on bonds or sumadustkhats passed by defendants, in which plaintiffs have to prove the execution only; while the defendants, whose defence may consist of non-receipt of consideration or part or whole repayment, have to prove the same. But very few of them have such evidence, apart from the difficulty of making such proof."

"When a defendant admits having executed a bond, but pleads that he has not received any consideration for executing it, or has received only part of the consideration stated in it, the burden of proving his plea lies on him, and his task is by no means easy. With regard to the plea that the amount of the bond was mostly compound interest at an exorbitant rate, such a plea is, as a matter of fact, scarcely ever successful. The money-lender is sure to have accounts and bonds in support of his case; and there is sure to be plenty of evidence forthcoming that the accounts were fairly cast up, and that the defendant deliberately signed the bond. * * * The subordinate judges in this district are much overworked, and really have not time to investigate cases properly and to weigh the evidence."

"I believe our subordinate judges are too hard-worked to allow, even if they were inclined to do so, of their going into the history of such cases as the one put forward by you, and if they were inclined they could do next to nothing. The Kumbi cannot read or write; he has no books of account. The court which was inclined to go into the old history of a case would have nothing but the sowkar's books to go upon, if he produced them; and he might choose, as often happens, to deny that he had any."

"Charging usurious rates of interest is the least of the charges that are constantly brought against them (the sowkars). As a rule, the Kumbi defendants do not raise any objection to high and heavy interest; 75 per cent. is not an uncommon rate, but if this were all the Kumbis would make no complaint. *Damdoopat*, or double the amount of principal, is seldom objected to; but what they complain of, and what exasperates them, is the systematic cheating and roguery to which they are constantly subjected, and against which their utter ignorance renders them powerless, or their apathy and indifference prevents them from taking instant measures for protecting themselves from the effects of the same. The ordinary charges against the sowkars are tampering of documents, suborning witnesses, garbling accounts, obtaining bonds, and refusing consideration; taking payments and denying them in court; never giving receipts; dunning people into compromises (often grossly one-sided) of their debt, and then refusing delivery of their bonds; to file suits on them, carrying away whole crops, bullocks, stores of grain, &c., and their flatly denying all knowledge of them. These frauds are practised with impunity in nine cases out of ten. The deluded Kumbi is lulled into a false security by all sorts of faithless promises, until a couple of years afterwards, being dragged to court, he is unable to answer the claim; or if he states a defence he is not in a position to prove it."

"If no new bonds are executed the ryots are brought to the court of justice. There the sowkar has everything in his favour, while there is nothing in that of the ryot's. He easily obtains a decree against them."

To the above may be added the following statement, showing the percentage of civil suits decided *ex parte* (given at page 97 of Mr. Lyon's digest):—

			Proportions of Suits decided <i>ex parte</i> .	Proportion of Suits relating to Money or Bonds to whole No. of Suits.
Ahmednagar	-	-	73·0	96·3
Poona	-	-	67·6	93·4
Sholapur	-	-	70·7	97·4
Satara	-	-	73·4	95·6

Mr. Lyon tells me that the proportion of *ex parte* decisions is quite as large in England.

Considering the judge's statement as to the character of many of these claims, we should expect the defended cases to be more numerous in India. In other words, the greater the proportion of fraud, the larger one would have expected to find the ratio of defence; that it is not so seems to show that defence is hopeless. But I do not think that the coincidence or otherwise of English figures is very profitable in the present case.

38. The next complaint is that decrees are obtained not for bonâ-fide execution, but as instruments of compulsion for the extortion of fresh bonds. ✓

Decrees used as instruments of extortion. Sub-Judge, Tâsgaon, dated 14th August 1875.

"After the decree is obtained the debtor has no alternative but either to pay the decree or to pass a bond for the amount, including costs of court. Money, as a matter of course, he has not, and therefore he is obliged to pass a new bond for it.

"On the 3rd of Chaitra of Shake 1788, Pandu bin Paraji (Patel) executed a bond for Rs. 100 to Shankerao Apaji (Gudbolé), the interest stipulated for in it being Rs. 21 per cent. per annum. When this bond was about to be time-barred, the creditor sued Pandu on it to recover Rs. 176 as follows :—

Principal	-	-	-	-	-	-	Rs.	100	0	0
Interest	-	-	-	-	-	-	"	96	0	0
Total	-	-	-	-	-	-	"	196	0	0
Payment	-	-	-	-	-	-	"	20	0	0
Balance	-	-	-	-	-	-	"	176	0	0

and obtained a decree. In this suit the court expenses amounted to more than Rs. 24. The debtor had no money to pay in satisfaction of the decree, he therefore executed a second bond to the creditor for Rs. 200 on the 9th of Magh Wud Sake 1791. When the second bond was about to be time-barred a suit was instituted on it on the 16th April 1873 to recover Rs. 200 and interest Rs. 200, and a decree was obtained for Rs. 400 and costs, which is not yet executed. Court expenses in this suit amounted to Rs. 45 14 9.

"The following will show at a glance the history of the above debt :—

The principal sum borrowed	-	-	-	-	-	-	Rs.	100	0	0
Total of the interest on sum borrowed	-	-	-	-	-	-	"	272	0	0
Total of court expenses	-	-	-	-	-	-	"	69	14	0
Interest on the court expenses	-	-	-	-	-	-	"	24	0	0
Total	-	-	-	-	-	-	"	495	14	0
Payment	-	-	-	-	-	-	"	20	0	0
Balance	-	-	-	-	-	-	"	445	14	0

"These creditors generally keep three or four unsatisfied decrees against a man, some of them even 12 years old for occasions like these. Under pressure of executions they have, in many instances, realized the full amount of decree by obtaining new bonds or grain. The writs are returned unexecuted with endorsements 'property or person not found.' * * *. Sometimes the property is attached and proclamation issued for sale. The decree-holder then applies to the court to drop the proceedings, alleging that the matter is to be compromised, but, as a matter of fact, occasionally he has extracted something from defendant for which no credit is given in decree. Under the pressure of execution mortgages are also obtained where there is anything worth mortgaging."

Pâtas Sub-Judge's letter, No. 27, dated 31st March 1875.

"In the execution of decrees the civil courts have no means of lessening the vexation and bother which the creditor intends to give his debtor so as to extract money from him. In the year 1869 a man obtained a decree (No. 738 of 1869 of this court) for Rs. 80 and costs, to be satisfied out of the proceeds of the sale of mortgaged property and from the defendant. The amount of costs was Rs. 17 13 5, so the amount of the decree was Rs. 97 13 5. This decree was executed nine times. The cost of execution was Rs. 67 2 0, and the sum recovered under execution was Rs. 31 4 6. Thus, after nine executions, the amount still recoverable under the decree is Rs. 133 10 11. Another plaintiff obtained a decree in the year 1868 (No. 363 of 1868 of this court) for Rs. 60 and Rs. 14-3-9. He executed it nine times. The cost of execution was Rs. 24-8-1, and the sum recovered after decree out of court was Rs. 15, the receipt of which was acknowledged. The amount now recoverable under the decree after nine executions is, therefore, Rs. 83 11 10."

Sub-Judge, Talegaon, No. 22, dated 14th June 1875.

"As regards the enforcement of decrees, the first step taken is to apply to the civil court. On the receipt of the application a warrant of attachment or arrest is issued. More than three-fourths of the warrants are returned with such reports as the following, and the applications on which they were issued are disposed of * * *. Sometimes the applications for the enforcement of decrees are made simply to keep them in force."

Sub-judge, Nâsik, No. 50, dated 8th June 1875.

39. The above extracts cover in great measure the third point, that warrants of arrest are similarly used. To them may be added the following figures showing the number of persons arrested and the number actually committed to jail in execution of decrees during the year 1872 (p. 124, Mr. Lyon's Digest) :—

Warrants of arrest similarly used.

				No. Arrested.	No. Imprisoned.
Ahmednagar	-	-	-	327	80
Poona	-	-	-	428	427
Sholapur	-	-	-	359	106
Satara	-	-	-	461	226

Illustration
given by
Sub-Judge,
Pátas.

40. The Sub-Judge, Pátas, furnishes the following illustration (suit No, 1705 of 1872) :—

A. obtained a decree against B. in 1863 for Rs. 40-3-4 on a bond stipulating to give 14½ maunds jowari in consideration of B. having received 7½ maunds jowari. Date of decree, 9th April 1863.

First application for execution, 25th November 1865.

Application for warrant of arrest, 4th January 1866.

This was returned unexecuted in March, endorsed "defendant not found."

"On 10th February 1866 in the interval of issue and return of the warrant, the defendant passed a bond for Rs. 100 for old account due."

This bond was obtained under the pressure of the warrant and in lieu of the amount due under it. In 1871 A. again applied for execution "in respect of the original decree, which, on the face of it, appeared unsatisfied, although we have seen that the first bond for Rs. 100 was extorted in execution of that decree. Execution issued, attachment and notice of sale. B. paid A. Rs. 46 and the sale was stopped."

The Sub-Judge adds :—

"This is by no means an anomalous case. On the contrary, I consider that it fully represents a large number of cases."

Illustration
from state-
ments of
ryots.

41. From among the replies given to the Commission the following will further illustrate the point :—

Tutya Saloo (Supa). Q.—"Why did you go on foolishly signing these bonds?"

A.—"We could not help it. We could not pay up, and would have been put in jail if we had not paid."—(Page 3, *Lyon's Digest*).

Ramji Kesoji (Nimbgaon).—"Every second year an account is made up by the banya, and we are called upon to pass new bonds. We quietly pass fresh bonds for fear of going to jail, and eventually losing all prospects of keeping our property from these banyas."—(Page 19, *ibid*).

Dhondi bin Topalla (Kathale).—"Last year I gave him the produce of my field (worth Rs. 40) and passed a new bond for Rs. 80. I did so to prevent him from going to court and then taking me to jail."—(Page 28, *ibid*).

Patta Kushaba (Dhalewadi).—"I have up to date paid him at different times Rs. 100, and passed new bonds every third year, for fear of taking the matter to court and then being put into jail."—(Page 40, *ibid*).

Babaji bin Nana (Dhalewadi).—"He then made up his account and in all I owed him Rs. 100. I remonstrated with him, but finding that he would not come round, I passed him a bond for Rs. 100. I thought that if I refused to pass the bond he would drag me to court and put me in the jail."—(Page 42, *ibid*).

"That after your petitioner left Major Wallace, the said Mulchund Leela Khán came to your petitioner and threatened that he would enforce his claim for the sum of Rs. 32,400, * * * saying that neither Major Wallace nor your honour had any power to prevent their going into court and obtaining decrees for immediate execution against your petitioner's person and property. * * * It was thus that he so easily found the means of prevailing upon your petitioner, in his old age, to obtain from him almost unconscionable and highly iniquitous agreement, &c."—(Page 129-30, *ibid*, *Petition of Mr. Muhammad Khán of Tálpur to Commissioner of Sind*).

No finality to
decree.

✓ 42. The next point is that there is no limit to the period within which decrees are operative.

The following table, showing the number and value of decrees of more than seven years' standing now in force (*i.e.*, executed within three years) in the Subordinate Judge's Court of Poona will bring out this point sufficiently for the present purpose, showing that 13 per cent. of the decrees have been kept hanging for 13 or 14 years over the judgment-debtors in *terrorem* :—

Year.	Number of decrees.	Value.	Amount realized.	Balance.
		RS.	RS.	RS.
1861 - -	24	1,861	107	—
1862 - -	52	4,567	218	166
1863 - -	38	4,716	171	135
1864 - -	18	2,871	68	507
1865 - -	68	5,169	215	466
1866 - -	80	7,563	264	846
1867 - -	78	8,713	281	1,877
1868 - -	211	25,128	741	3,917
	569	50,538	2,065	7,914

43. *That the whole of the judgment-debtor's property, without reservation of implements necessary to his calling, is liable to be sold in execution of decree.* This is the procedure under the present law and needs no demonstration. Is is enough to note it here as the fifth of the causes to which the debtor's absolute ruin is generally attributed. ✓

44. *That land sold by decrees of court is usually sold for much less than its value.* ✓

"When immovable property is put up to sale, the creditor as a rule buys it himself. It is his interest to buy it for as little as possible, for so much money goes out of his decree, *which is a valuable source of revenue to him.*" Sub-Judge, Pátas, No. 27, dated 31st March 1875.

"That there is often some trickery in conducting the sales is a sadly notorious fact. But as we have neither the means nor the opportunity of detecting the black sheep though we have the will to do so, such trickery often passes undetected. The Sub-judges cannot be present at the sales, they have their other work. The Názirs too cannot be present at every sale, especially at the sales conducted at a distance from the village where the court is located." Talegaon Sub-Judge, No. 22, dated 14th June 1875.

"Creditors as a rule buy their debtors' land. The lands are generally sold at an under-value."

"The majority of sales in court were made either by the attaching creditors or their nominees, and the general impression is that these purchases were effected at between 25 and 50 per cent. of the price which would have been realised if sales were held on the spot where the properties are situate." Inadequate prices obtained at public sales. Sholapur Sub-Judge, No. 9, dated 27th March 1875.

45. *That the period of three years' limitation for suits or money debts not secured by hypothecation of land compels the debtor to renew at compound interest, or to be taken into court every third year.* ✓ Pátas Sub-Judge, No. 233, dated 8th September 1874.

Tatya Saloo (Supa).—"About two or two and a half years ago the banker said his bond was becoming time-expired, and he threatened to sue us; on that, one bond was passed for Rs. 50 on mortgage of one of our houses, and another was passed, I believe, for Rs. 100 on the other."—(Page 1, Lyon's Digest).

Krishna bin Sakti, Kumbi.—"I owe Gunoo Kale Rs. 50. About three years ago I borrowed from him Rs. 25. About six months ago Gunoo told me that if his money was not paid at once he would bring an action in the court. I therefore passed him a new bond for Rs. 50, bearing interest at one and one-fourth pice per rupee per month."—*Ibid.*, p. 12 Working of three years' limitation rules.

"About four years ago I obtained from Sukdeo, Brahmin, Rs. 6 worth of *karbi*. I gave him afterwards Rs. 2 worth of grain. After about three years Sukdeo struck a balance of Rs. 25 against me. I had agreed to pay him interest at half an anna per rupee. About seven months ago he threatened to bring a suit in the court; I therefore passed him a new bond for Rs. 25, bearing interest at half an anna per rupee per mensem."—(*Ibid.*)

Ramji Kessoji (Sirur).—"Every second year an account is made up by the banya, and we are called upon to pass new bonds."—(*Ibid.* p. 19.)

Nana bin Pabaji Chauhan (Limbgao).—"About twelve years ago I borrowed on bond, Rs. 40 from Bhikoo Nemohand, Marwari, of Limbgao, at two pice per rupee per mensem, and purchased bullocks. In the first and second years I gave him in liquidation 10 maunds of bajri and 10 maunds of jowari, and in the third year passed him a bond for Rs. 175 on mortgaging one of my survey numbers."—(*Ibid.*, p. 32).

Kesu bin Themba (Pimpalgaon).—"I cultivate Vinayak Rao Gole's field and give him one-third of the produce, and the Government assessment is also paid in the same proportion. About four years ago a dyke was constructed in Vinayak Rao's field, so he charged me with Rs. 7 as my portion of the cost. He purchased a 3-rupee stamp paper to write out the lease of the field in my cultivation, and I had taken from him Rs. 2 worth of grain; so in all I owed him Rs. 12, for which I passed a bond at two pice per rupee. In this I mortgaged a bullock to him. Last year the bullock was sold by me for Rs. 35. I paid this amount to my sowkar Vinayak Rao, and he then struck a balance of Rs. 8, for which I passed him a bond at half an anna per rupee"—(*Ibid.*, p. 33).

Patta bin Andoji, Kumbi.—"I owe only Rs. 5 to Sukdeo. I did not obtain this money in cash. About four years ago I got a loan of 50 bundles of *karbi* from Sukdeo. I had given him one rupee, but last year he pressed me for a bond of Rs. 5 on account of the transaction, which I have passed to him because I did not want to displease him."—(*Ibid.*, p. 34.)

"The law of limitation here comes into play, which compels the creditor to call upon his debtor either to pay the amount or to pass a new bond for the principal and the accumulated interest. The poor debtor is obliged to pass, though reluctantly, a new bond lest the creditor should sue him and put him to greater expenses. Here the seed of discontent and discord is sown." Tásgaon Sub-Judge's report, dated 14th August 1875.

In an illustration given by the Patás sub-judge, Shidu bin Piraji in 1789, Shake. executed a bond for Rs. 12 8 0. In 1792 he is called on to execute another, which stands :—

Principal	-	-	-	-	Rs.	12	8	0
Interest	-	-	-	-	„	12	8	0
					Total Rs.	25	0	0
Payment	-	-	-	-	„	5	0	0
Balance	-	-	-	-	„	20	0	0

And for this balance of Rs. 20 a second bond is executed. In 1795 a third bond is executed, thus :—

Principal	-	-	-	-	-	Rs.	20	0	0
Interest	-	-	-	-	-	„	13	0	0
					Total	-	-	„	33 0 0
Payment	-	-	-	-	-	„	15	0	0
Balance	-	-	-	-	-	„	18	0	0

Other similar instances are given in the Sholapur and Mareh sub-judge's letter, and Mr. Shumbu Pershad is compiling from accounts tables illustrating the regularity with which, subsequent to the introduction of the present law in 1859, bonds at compound interest have been renewed :—

Memo. by Sub-Judge, Ahmedabad, dated 1st September 1875.

“Short duration provided for in the Limitation Act, though intended to prevent frauds and difficulty of proving a case when long interval has elapsed between execution of the note and the trial, produces great hardship, and furnishes opportunities to the creditors for cheating their debtors. The debtors belonging to agricultural or other industrious classes are harrassed every two years for a new bond or payment of money. Creditors always leave a margin of one year as a measure of precaution. *If the law makes three years, they always make it two, because they may have to go to another place, or the debtor may go elsewhere (see RAMJI KESSOJI supra.)* * * * The two years is not a sufficient time within which a cultivator can pay money. Perhaps it was borrowed for his son's marriage, or for planting sugarcane, or making a garden, and it will require six or seven years to pay the debt.

Judge of Tanna, No. 1639, dated 17th May 1875.

“In bonds founded on old bonds, which have nearly run the period of limitation, it is impossible to estimate what small proportion of the consideration was an actual cash payment. The limitation law, a statute of peace, made for the purpose of protecting obligors, is practically an engine of extortion in the hands of obligors. When a bond is approaching the age of three years it is usual for the creditor to threaten proceedings and so reduce the debtor to pass a new bond, of which the principal and interest of the old bond, and sometimes a premium, form the consideration.”

Distinction between the problem in Upper and Western India.

✓ 46. Finally, there is a general complaint that *there is no law of insolvency for mofussil debtors*. Here again, I need not quote from the papers before me, for of the fact there is no doubt: and from the extracts already given, the position of debtors in the absence of any such law has been amply shown.

47. This finishes the enumeration of the principal causes which combine from different sides to weigh down the ryot, and completes the view of his present position which I have sketched in a previous paragraph. It serves, too, to bring out the salient differences between the nature of the problem in the Bombay Presidency and in Upper India. The main distinction is, I think, this, that whereas in Upper India the indebtedness of the landed proprietors is a purely political consideration, in the Deccan it is not a political difficulty only, or perhaps even mainly, but an economic. Nobody supposes that the landlords as a class in Upper India are likely to press on the land, or that their number induce them in any appreciable degree to fall into debt. The increasing ratio of population and the decreasing margin of cultivable waste is not an element which in the North-West enters into the consideration of the matter, for landlords are, village communities included, comparatively few. The actual cultivating classes may be and are indebted, and so far as they are concerned the economic difficulty is as prominent as in Bombay. But, whatever the political danger in Upper India of driving the present race of proprietors from the soil, we have to remember, in assessing our land revenue, that with increasing numbers and with decreasing available land the smallness of their holdings must add to their difficulties and that a large increase of land revenue is equivalent to an increase in population.

The next distinction is that, while in the North-West the money-lender desires to obtain possession of the land, in the Deccan he does not ordinarily do so till he is driven to it. The “sweating” process does not go on with us. A debtor is forced off his land; he is not kept on it as a tenant-at-will. And these two distinctions point to different treatment of the question and make remedies which have been suggested for the one part of India less applicable to the other. For example, it has been frequently proposed to prohibit the sale of land. But in a part of the country where it is found that land is as a last resource only sold for debt the proposal loses force. If the sale of land in execution of a decree were prohibited in the Deccan to-morrow, the Kumbi would be very much where he was before. He would still be ground to the soil, and his surplus produce would still go to his creditor.

Finally, under a direct ryotwari tenure the ryot is a tenant of the Government, standing by himself, unsupported by his fellow villages, and has a stronger claim on Government aid and support than the coparcenary community or the zemindars of Upper India.

48. Bearing in mind these three "notes" of difference, and putting them in what seems to me their order of importance, we come to the three points in which I think our system acts unduly on the ryot. They are these:—(1) that holding directly from Government as its tenant, and admittedly exposed from his want of education and his possession of the soil to greed and fraud, the ryot in this Presidency receives no protection or aid from the Government in his dealings with any but its own revenue officers; (2) that in assessing him to enhancements of Government revenue, arithmetical results are too rigidly applied, without sufficient regard to their effect on his economic condition; (3) that while his creditor possesses and uses great legal advantages in proceeding against him, and is able to keep him in bondage in virtue of decrees obtained against him, the ryot has no power of claiming at any period discharge from his obligation, and has not at time of sale the protection allowed by the English Bankruptcy Act or a margin for tools of trade and necessities, or of a minimum below which he is not liable to imprisonment. Nor does his imprisonment act as an acquittance of his obligations. Any one of these three causes, such as the first, will weight the peasant proprietor in his struggle with debt; any two combined, such as the first and third, will ensure his subjection; while the three combined, as they have been in the case of the disturbed tracts, will bring him to ruin. I do not believe that the heavy enhancements have led to the ryot's present condition any more than his ignorance, or his ignorance any more than the facilities which our system gives his creditor. But it seems to me, in the face of such considerations as those I have stated, quite unreasonable to urge—as it often is urged—that the revision of survey has nothing to do with the present crisis. It must have profoundly shaken security both by the heavy amount enhanced and by the utter uncertainty (from causes which I shall presently speak of) as to what the limits of the amount would be. If no revision had taken place, the position of both parties would have been as for years it has been. But this new factor of embarrassment coming in addition to the others, and at a time of great depression and re-action, has, in my opinion, broken the relations between the creditor and debtor which at the time of its introduction were strained to the utmost. I have heard it stated that the disturbances were only the catastrophe of discontent which had long been on the increase; but while this does not account for their coming to a head at Poona rather than elsewhere, it leaves out of sight the action of the new element of disturbance at Poona, the force of which should be at least taken into account.

49. I come now to the form in which relief seems advisable: and to begin with the first of the difficulties enumerated in the last paragraph. It is impossible to read the correspondence on the subject without seeing how potent a cause of a ryot's difficulties is his powerlessness to check accounts. As one of them says in his statement (p. 5, *Lyon's Digest*):—"I had to trust to the Sowkar. I say to him, you are my mother and 'I am your son; say truly what the amount is.'" If Bála Saraji's conception of his relation to his sowkar was accurate such confidence would not be misplaced, but it is with the feelings of a stepmother rather than of any closer tie that his creditor probably regards him. I do not know that in any part of the world the profession of money-lending promotes liberal sentiments: but of all money-lenders, appeals to the better nature of a Marwari as a method of casting up accounts must ensure a debtor balance. I was very much struck with the re-occurrence of a similar mode of thought in the depositions recorded before the Commission while in camp. On the one side, inability to exercise the smallest control over details, and the consequent necessity of trusting the creditor; on the other, in most cases, obvious untrustworthiness, showing itself in reluctance to produce accounts, and an utter inability to understand the obligation which rests with the creditor of scrupulously accounting for the proceeds of land made over to him in satisfaction of a debt. Often no accounts are kept, receipts are rarely given, satisfied bonds are not torn up. I am not at all prepared to say that I concur in the entire accuracy of the picture drawn by so many pens of the invariable fraud and insatiable greed of the sowkar; and on the other hand there can be little question that the ryot once involved rarely acts "upon the square." (Embarrassed men are mostly inclined to be rogues all the world over.) But the immense opportunities which the present system gives to a body of Hindus whose only business is money-getting are more than the Hindu money-lender's nature can withstand; and I think that we should attempt to bring him, in his relations to the ryots, within the limits of the village administrative system.

The ryot's ignorance. Desirability of bringing the sowkar within the village system.

50. It will be seen from the old correspondence which we have collected that something of this kind was contemplated by Mr. Fraser Tytler, and was not unfavourably viewed by the Government of the day. In the papers recorded last year Mr. Shumbu Petshad, now a member of this Commission, put out a similar proposal, and my inquiries

Proposals of Mr. Fraser Tytler and Mr. Shumbu Petshad.

during the last two months have convinced me that without some system of this kind no remedy will be of much use, and have led me to hope that such a system is practicable.

Education powerless.

51. Education has been constantly urged as the proper weapon for the Kumbi in his struggle against debt. But experience has shown that from education at least little or nothing can be hoped. How any man acquainted with the people could for a moment suppose that the schoolmaster would be beforehand with the Marwari I cannot conceive. Long before the agricultural classes are educated they will have been ruined, and whatever comfort education may bring to a ruined man, it will not furnish him with solid cash. For the purpose of this inquiry we must assume not only that the Kumbi is uneducated, but that he will continue so, and must treat him as a man unable to help himself. To shirk the difficulty by commonplaces about education seems to me dishonest indolence. Thirty years have shown that panacea, in this case at any rate, to be a wind-bag, and if it is expedient to assist the agricultural classes, we must admit unreservedly that it must be, for many years to come, by other means than merely educating them. For 30 years Government has remained entrenched behind the lines of its *laissez aller* policy; and leaving matters to take their course, this is the course they have taken.

Previous proposals to this effect.

52. Putting aside for the moment the question of existing debt, and assuming that some such proposals as we are about to put before Government—such as are referred to in paragraph 56—are sanctioned, what I would wish to see done is in this kind. I would allow each village or group of villages an accountant of its own, holding a position like that of the Bombay kulkarni, or the North-West patwari, but solely entrusted with the duty of keeping the accounts of the ryots between them and their sowkars. I would make his signature to all bonds compulsory, and I would render it obligatory on the sowkar to record all bonds in his books and pass payment before him. He should give receipts to ryots for payments made to him on account (for which at present receipt is rarely allowed) and be responsible for their payment to the sowkar. Any item sued for by the sowkar but not shown in the village accountants' books should be irrecoverable unless the sowkar could prove that the accountant had refused or neglected to make the entry, and I would compel the sowkar to compare and sign the books yearly, entering, where there existed, the detail of discrepancies, and to record the details of all items above Rs. 20 and the aggregate of sums below Rs. 20, supported by index to the entries in his accounts, under penalty of inability to sue on the account. The accounts kept must follow the domicile of the Marwari, but the total annual liabilities of villagers resident elsewhere than the Marwari should be communicated by the accountant of the village concerned to the accountant of the village in which the debtor resides. The accountant should be paid by a cess on the revenue, and should keep a separate account for each recorded holder or his co-sharers. The expense of such a cess would be trifling compared to the interest now paid by the ryots. I would not in any way make the revenue staff responsible for the accounts. The objections I have heard urged to the scheme are that the accountant would combine with the Marwari, and that the business would be too large for him. As to the first, he might. But if it was his interest to keep his appointment, his interest would not lead him to collusion. The ryots would soon complain if they were regularly cheated, and the courts before whom he would appear would have ample opportunities of detecting and reporting an accountant whose books were suspicious or the honesty of whose accounts were often challenged. I think it may be assumed that it would be his interest to keep his office, and I do not see how habitual fraud would be consistent with such interest. Even if he cheated habitually and with impunity the ryot would be no worse off than he now is, with the exception of his fractional contribution to the cess from which the accountant's pay was provided. If the accountant, on the other hand, was only moderately honest, the ryot could have the protection of an independent set of accounts and a recognised accountant of his own, which would be simply invaluable to him, and which I think he would soon learn to appreciate.

Scheme of village accountants.

Consideration of objections urged to it.

As to the work being too much for a man who had no other duty, I can offer no grounds for my opinion that I do not think it would be. In large villages an assistant might be given, but if a minimum of Rs. 20 or so were fixed below which details need not be entered, as above suggested, I think the work would not be too much for one man.

I need not point out what an enormous aid to the courts such a system of accounts would be, how it would check the sowkar in fraud or exactions, or its value in keeping Government informed of the state of the ryot's affairs at any moment.

I have said that I would not hold the revenue officials responsible for the accounts. I

would not make it imperative on them *suo motu* to inquire into or settle any objections urged by the sowkar at the annual settlement of accounts. I would allow either side to sue in the courts for settlement of account if they could not come to an understanding, leaving it optional with them to refer the matter to the revenue courts, whose decision should in such case be final. But I would give the revenue officers power to inspect the village accounts at any time and to compare the entries with the ryot's receipts or verbal statements. There would be no power to alter the account, but the opportunity of ascertaining and testing the accountant's character in the village would be useful. The collector should have full power to dismiss an accountant at any time.

53. The second point which I have to note in regard to this part of the subject is, that while thus bringing the village sowkar into the scheme of our village administration, we might, I think, utilize him and give him a sense of common interest with Government which would be very beneficial to both. I have been very much struck by the fact that the items of a ryot's debts by no means bear out the charge of extravagance which are usually levelled at him. Ancestral debt is usually the heaviest item, and smaller items unquestionably occur for religious or social ceremonies, but the mass of the items are for his agricultural needs. He wants most of his money to pay him revenue, or to dig a well, or for grain seed or bullocks. For reasons which I need not now dwell on I believe Government land banks to be impracticable, but I think that any ryot requiring an advance for any *bonâ fide* agricultural purpose should, on an order from the *mámlatdár*, be able to receive the necessary means from the sowkar, Government standing security and reserving a lien on his crop. The sowkar, on the credit of the Government security, would probably make this advance at a fair rate of interest, and the ryot's obligations would proportionately be lightened. I think that in utilising the existing machinery, and treating the sowkar with reasonable confidence and as a necessary and useful part of the revenue system, rather than by competing with him and compelling ryots to choose between him and Government, lies the safest and best mode of Government agricultural advances.

Expediency
of utilizing
the sowkar.

The system of accounts which I have advocated would make transactions of this kind simple, and Government would be aware of the precise degree of solvency of any ryot applying for an advance.

54. Finally, I by no means wish it to be understood that I would enforce this system on the Province at large. I would try it experimentally in any taluka in which Government decides to aid in composition or settlement of debts, and in the first place it might be restricted to those whose debts had been compounded or settled, leaving it optional to any ryot to ask to open an account, and making it in such case compulsory with the sowkar to furnish the accountant with the present state of such ryot's account.

Scheme to
be experi-
mental.

55. Until the ryot has some means of keeping himself informed of his position, and unless the sowkar knows that he has such means, I am decidedly of opinion that all posterior remedies will be useless. The prevention is easier in this case than the cure. The mischief is done by the time the ryot is taken into court. The concurrence of opinion seems to me general that once in court the ryot, under the present system, is ruined: for he is utterly unable to produce before the courts, however willing they may be to help him, a fraction of evidence. As Sir John Strachey wrote in 1859 (though with reference to another scheme of prevention):—

Preventive
measures a
sine quâ non.

"No reform of our courts will alone meet this great evil, and I believe it to be of the greatest importance that the Government should not continue to shut its eyes to the ruin in which this widespread system of fraud, or of something little better, is involving the proprietors of the land. They are incapable of protecting themselves; the Government must interfere in their behalf, or bear in the opinion of the people all the discredit of their ruin."

56. Behind any such scheme there lies of course the initial difficulty of the existing mass of debt. First, as concerns the disturbed tracts. The appointment of a Commission has unquestionably led the people (both Marwaris and Kumbis) to expect the interference of Government, and from what we gathered while in camp, I think we are agreed that both sides would be very glad of interference. Business is suspended for the present; the creditors are in many cases willing to compound at four annas in the rupee if the debtors can give security. The debtors who can give security have in some cases compounded, but the more general position is that the Marwaris are put under a ban. The village servants will not work for them, the sweepers will not sweep their houses, the water-carrier will not give them water; a woman in a village in the Poona Collectorate who recently sold one of them some *pán* was fined by the village punchayat. This is a state which cannot last. The Kumbi will soon feel the want of money, and the Marwari will probably be able to renew at high rates the bonds which have been

Scheme for
compounding
present debt
in the dis-
turbed tracts.

destroyed. It is a bad precedent for the Government to help those who have so unscrupulously helped themselves; but after the expectations which have been raised, I think Government cannot draw back. And whatever is done should be done quickly, that both sides may know what they have to expect. Mr. Richey submitted some time ago a scheme to Government, which I believe has been forwarded to the Government of India. The Commission have since drafted two bills,—the one to give effect to Mr. Richey's proposals; the other to carry out a more comprehensive scheme of settlement. Legislation is necessary to enable officers to call in debts, record compromises, enforce settlements, and sell out absolute insolvents. I would treat any Kumbi who is unable to compound or to liquidate by private arrangement, and whose liabilities exceed fifteen years' revenue as a bankrupt, buy in the holding at the market rate, pay the claims rateably or in full, out of the proceeds, discharge the debtor with Rs. 150 of necessary property, and hold the land as Government land, treating the Kumbi henceforth as a tenant, and charging the holding with a rent over and above the revenue-rate which would be sufficient to pay simple interest of the money advanced at 5 per cent., and eventually the principal. On repayment of the principal the land might be restored to the debtor or his heirs (if they still held it) on any terms which the Government desired. The Government should have a prior lien on the crops for payment of the rate imposed as it has been for its revenue. If the debt could not be paid within any reasonable term (such as a 30 years term), the Kumbi must be sold up and cleared off, a sufficient amount of land being reserved for him, as proposed by the Commission, within the limit of Rs. 150, to give him a livelihood. Any terms more favourable to the Kumbi than these would be an inducement to others in other parts to call in by violence the aid of the Government. Less favourable terms would fail to extricate the Kumbi. The net result would be that the debt would be cleared off; the Kumbi would either be sold up, or would become a tenant of Government, holding at a fixed rent-rate, for a term, a heritable but not a transferable right; and in case of his throwing up the land, it would be re-let to any one wishing to occupy subject for a term of years to the rentcharge, or would be sold subject to a similar liability.

Proposals as
to collec-
torates simi-
larly circum-
stanced.

57. As regards Collectorates similarly circumstanced with the disturbed tracts, power should I think be given in the Bills to Government to extend the inquiry as it pleased; and I think that in all the Deccan districts the inquiry should be introduced, taluka by taluka. The result would probably be that a considerable number of men will be found to be but little indebted: as many more involved to a degree in which composition, or instalments, or purchase by Government is necessary: and a minority hopelessly indebted and only fit to be sold up. Following on the close of the inquiry in all cases, I would establish the village accountants.

Other econo-
mic disad-
vantages
incurable at
present.

58. For the other difficulties which press upon the ryot from the economic side I am aware of no solution. If he would migrate to unoccupied lands, or if non-agricultural employment were open to him, his position would be improved. But the Government is probably not prepared for any State measure of emigration on a scale large enough to advantage the mass of ryots, while with the gradual contracting of local public works and the as yet under trial experiment of cotton mills there seems little prospect of relief in this direction to the ryot. Thus the average amount annually spent in the Poona and Kirkee divisions in public works from 1865-66 to 1869-70 was Rs. 15,81,749: from 1870-71 to 1874-75, Rs. 6,06,114 only—an enormous loss of labour and capital to the district. The Bombay cotton mills are apparently mostly supplied at present from the crowded collectorate of Ratnágiri. From returns kindly furnished us by two Parsee gentlemen, owners of mills in Bombay, it appears that of 2,043 persons employed in one case, 1,450 are from Ratnágiri, 128 only from Poona; in the other, of a total of 696 men 24 only are from the Deccan, 459 from Ratnágiri. It will be as long probably before relief is found in this direction as from improved cultivation. Where are the means for improved cultivation to come from among a people enslaved by their creditors? Not from those who can gain nothing by it. Nor, until he changes every habit of his life, of his caste, and his tradition, from the Marwari capitalist. I look upon these commonplaces as belonging to the "education" class of remedy. Unquestionably they are the true remedies. As unquestionably their action is so tardy and so remote that there must be a long interval during which the least objectionable intermediate measures open to us must be utilised, if it is found that the progress of the mischief threatens to outstrip the advance of the ultimate means of relief. It is in the adaptation of such measures that the experience of a civilized Government may be applied rather than in a *laissez aller* policy based on the irrelevant position that in earlier times and in other parts of the world remedies applied by inexperienced ignorance were worse than the mischief.

59. The fiscal source of difficulties to the ryot comes next. I shall not be understood to speak with any but the strong feeling of respect which every one must feel towards the Bombay system of assessment, when I say that in the recent revisions it has been unfortunately placed. Those revisions took effect after a period of great excitement, and at the moment when reaction had set in. The errors of the previous settlement necessitated enhancements which added to the new burdens. The Government in its Resolution No. 5,739 of 29th October, 1874, has laid down rules limiting the amount of enhancement in individual holdings, single villages, and in groups of villages or talukas: and more recently has lowered the rates of revision, on the ground that prices have fallen since revision to a degree which could not have been foreseen; so that much of the objection on this ground has been removed. But even after such revision the enhancements are very heavy, viz.:

Taluka Mádha	-	-	-	-	-	-	41½ per cent.
„ Bhimthari	-	-	-	-	-	-	37 „
„ Pandharpur	-	-	-	-	-	-	48 „
„ Indápur	-	-	-	-	-	-	39 „
„ Sholapur	-	-	-	-	-	-	41 „
„ Bansi	-	-	-	-	-	-	42 „

I think it would be well if the Bombay authorities would reconsider favourably (I believe they have expressed an opinion adverse to it) the system now obtaining in the North-West of distributing considerable enhancements over a period of time. If with men of much larger incomes than are usual in Bombay, and with much smaller average enhancements it is found that a period of grace is necessary, it would surely be desirable here, where the holding is small and the margin of surplus narrow, and where enhancement averages, even after reductions, 40 per cent. In the one case a man may be brought to distress, but in the other to actual insolvency. And the argument applies with far greater force when we consider the small and precarious rainfall of the Deccan. Such a sentence as this seems to me, notwithstanding the great authority of the officers who are cited in it, to carry with it its own condemnation—

“It will be satisfactory to Government to find that Sir George Wingate, though adopting a different plan of estimating the amount of the increase which may be imposed upon Indápur at the revision assessment, has arrived at almost precisely the same result as I had worked out:—*that is to say, according to his estimate the increase should be 54 per cent. upon the present assessment, and my own estimate makes it 53.* So near an agreement as this upon the complicated question of the re-assessment of a drought-stricken district like Indápur is very remarkable.”—Colonel Francis, No. 828, dated 7th October 1867; p. 168, *Bombay Selections*, No. CVII., *New Series*.

It is to my mind much more remarkable that in a “drought-stricken” district, where “the question of re-assessment is complicated,” an enhanced revenue of 54 per cent. should be imposed *uno ictu*.

60. These very heavy enhancements are the more unfortunate because, as I implied in paragraph 48, they have been caused in great measure by previous errors in the survey itself. It is obvious that if assessments rise on any principle readily intelligible to the people, their pressure, however trying, cannot be said to have been unforeseen. But in the Collectorate of Poona, as in Sholapur, much of the increase is due to errors in the classification of soils at the last survey (while under recent Government orders the corrections themselves have in some cases been corrected) and to cultivable land having been omitted in the assessed number, or included as unarable and unassessed, which has now been brought into the assessed area. Thus, even after revision by Government under recent orders in Mádha of Sholapur—

“Of the gross increase of 41½ per cent. about 19 per cent. is due, not to increase of rates, but to the assessment of lands left unassessed at the original settlement, but appropriated by the cultivators during its term.”

And it is the same, though in varying degrees, in other talukas. In Bhimthari, of an enhancement of 63 per cent. originally proposed, 10 per cent. was due to remeasurement. In Sholapur, of 77 per cent. increase, 10 per cent. was due to remeasurements, 27 per cent. to difference of classification. On the recent revision by Government, the revised classification of the recent survey has been again revised and lowered by Government. It is obvious this must introduce a further element of uncertainty into the value of land as a security, which at a time of falling prices and with the great contraction in the demand for local labour, and local expenditure of public capital, must prove most prejudicial to the ryot. In the causes of much of the enhancement, there should I think, be found an additional reason for introducing the new assessments gradually.

61. Finally, as bearing on the relation of the enhanced assessments to the economic condition of the people, I venture to think that the Bombay administrative procedure, if

Fiscal source of difficulties. Gradual introduction of large enhancements of revenue expedient.

Especially reasons for such a course in the case of the recent rise.

Para. 6, Government Resolution No. 4515, dated 11th August 1875. Assessment applied on arithmetical data with too little regard to the opinions of district officers.

I understand it rightly, is apt to press hardly on the ryot. I should not have felt justified in advancing this opinion if I did not find myself supported by a recent expression of opinion by His Excellency the Governor in Council, which I will presently quote. The assessment seems to me to be based too purely on arithmetical data, and to be applied with too little regard to the condition of the agricultural body who are expected to pay it. Now that the tenures have been defined and recorded, the Survey Department naturally looks to enhanced revenues as its *raison d'être*. Take in illustration the following paragraphs which I arrange in parallel columns. They are from the same letter and refer to the same taluka (*Colonel Waddington*, No. 921 dated 3rd October, 1873) :—

“18. The condition of the people, from the inquiries I have made, does not show that improvement which might have been fairly expected from the influence of the low rates of assessment and security of life and prosperity which the district has enjoyed during the last 30 years. Mr. Whitcombe attributes this state of things to the uncertainty of the rainfall, which renders the people careless in the preparation of their lands, &c., &c. But I have no reason to suppose that their comparative want of progress is in any way due to over-assessment.”

“31. The occupied area, according to the last year's account, was 271,194 acres, and the collections amounted to Rs. 1,06,897. By the revised survey the occupied area is 293,487 acres, and the proposed assessment thereon is Rs. 1,47,757, which is Rs. 40,860, or 38 per cent. higher than last year's payments.”

The officers, again, to whom the assessment is confided have nothing, and never at any time can have anything, to do with the administration of the collectorates; the officers to whom the charge of collectorates is confided have not, and never have had anything to do with survey or assessment. Hence we find the spectacle of collectors, and revenue commissioners contending against the rates imposed by the Survey Department, much as if the collectors and the North-West Board were to fight against the conclusions of a co-ordinate settlement authority employed temporarily in the assessment of a district with which for a period of nearly thirty years it had had no concern.

Thus, in strenuous opposition to the Survey and Settlement Commissioner, we find the Revenue Commissioner, Southern Division, writing like this :—

“Before closing this report, which has cost me much time and labour, I beg earnestly, in the spirit of moderation inculcated by Government, to deprecate any very large increase of the assessments. I go so far as to recommend Government to be satisfied with a minimum of 25 per cent. increase on the whole area in all the talukas of the Sholapur collectorate, though I would of course not object to more if it can be obtained without over-assessment. I would also recommend that in any scheme of revision a limit of 50 per cent. increase should not be exceeded in any one village, and 100 per cent. not exceeded in any field, without suitable explanation” (20th April 1874, paragraphs 118-19).

So, too, Colonel Francis :—

“I agree with the Collector that ‘77 per cent. is a large increase, and should have very careful consideration before it is finally adopted.’ But considering the rise in the price of grain,” &c., &c. (14th March 1871, paragraph 38.)

The Bombay Government, by laying down *maxima* of enhancement, has recently tried to meet this anomaly, but has cut rather than solved the difficulty. So large an increase as 100 per cent. on an individual holding, or of 66 per cent. on a village, is still allowed without special sanction of Government. The passage I referred to above is the following. The italics are mine :—

Bombay Government to Her Majesty's Secretary of State for India, No. 39, dated 17th December 1874.

“In the course of the close examination of the subject on which we had entered, we could not fail to perceive with what care and anxiety the officers of the Survey Department had gradually learned both to classify the different descriptions of soil, and also to assess, with reference to means of communication, proximity to market, command of water and other circumstances, the different rates of assessment to be paid by the occupants of the land to the Government. But at the same time we noticed that, under the system of survey and assessment which had gradually come into existence, there did not now exist, whatever might have been the original intention, that free interchange of opinion between the survey and revenue officers in the early stages of the transactions which is so desirable, and which may be regarded as one of the best guarantees for the soundness and equity of the operations. *The survey officers carry on their duties in a position of perfect independence of the revenue officers.* The lands are surveyed, the boundaries are marked, the names of the occupants are registered, classification is made, and the amount of rent to be paid by each occupant is fixed by the survey officers without any authoritative intervention on the part of the collectors. *It is not till the process has been completed for a district, and the results are about to be reported for the sanction of Government, that, for the first time, an opportunity for offering an opinion is afforded to the collector.* But it is then too late. It is impossible for the collector—he has not the means, even if he had the time—then to review to any good purpose so great a mass of detail, and he can only make comments of a general nature on the grouping of the villages, the maximum rates proposed, and the general financial results. We may well refer to the reports of the Revenue Commissioner, Southern Division, on a few solitary instances, for proofs of the labour with which an attempt at criticism of details must necessarily be

attended. The survey officers being intimately acquainted with the whole, and prompted by the natural desire to uphold their own acts and to establish the advantageous results of their labours, must have great facilities for controverting the objections of the collector."

I may add that Mr. Pedder, who (an exceptional case) has had, I am told, experience both of survey and district work, admits in his "Leading Points regarding Revision of Settlements" (final paragraph) that—

"The enhancements of assessment already made have undoubtedly been far too great, and that Government might with advantage lay down as a general rule that the enhancement on a revision of settlement in the total demand on any taluka should not exceed 25 or 30 per cent.

There seems to me in the reports of revised settlements which I have seen an absence of information on one or two points which are cardinal,—the money-rates at which lands are sublet, for example. The limits of the assumed rise in prices vary again with the periods of computation selected by different officers (in Indápur for instance), and the rise in wages, which is at least equally important, is not I think alluded to. Importance is attached to the number of years' revenue at which land is mortgaged, though these returns are known to be frequently fictitious. The selling rates of the right of occupancy for land of the several classes in each year of the settlement are not given, though I should have thought we could have no better indication of rental value. What proportion of rental on the several classes of soil is taken by the Government seems to me nowhere demonstrated.

62. Mr. Richey has in view a system by which the settlement in tracts where the rainfall is precarious should be made less rigid than at present. I cannot pretend to aid him in the details of such a system, as applied to a part of the country with which I have no acquaintance. But the principle is one which is at the present moment engaging the attention of the North-West Government in regard to its Bundelkhand districts, and if any scheme which could not involve haphazard remissions can be devised, it will unquestionably give a further relief to the ryot from a constant cause of embarrassment.

Adaptation of revenue system to special local peculiarities.

63. Turning now to the last of the three points noted in paragraph 48, it will be seen that the proposals for village accounts will, if successful, go very far to relieve the ryot. But I may assume for the purposes of this section that there is no change of system.

Third class of difficulties.

64. Reserving till the close of these remarks the working of the Courts, I would note here that the relief which can be given by the Legislature concerns the ryot at two stages, which are distinct, and the remedies for which have little interconnection. There is, first, the stage at which the ryot, though indebted, is still solvent, and the second or final stage when he has become hopelessly embarrassed. To the first stage belong such proposals as a modification of the law of limitation or imprisonment; to the second, a law of insolvency, or proposals having for their object a revised procedure in the conduct of sales of land, or the reservation of a margin for necessities and implements of trade when a debtor's property is sold. To begin with the first stage.

Two stages of relief.

65. As to the law of limitation, the present term of three years, I believe, applies only to bonds in which immoveable property is not hypothecated, or to unregistered bonds, and in such case only if no interest is paid, or, if paid, is not acknowledged in writing. An acknowledgment in writing is rarely, if ever, given to ryots, and practically the term of three years is made to apply to all unsecured or unregistered bonds. But as we have seen, renewal is insisted on every *second* year, to leave the creditor a margin of time for accidents. The law of Damdooput, if rigidly enforced, is equivalent at 24 per cent. interest to a limitation law of four years. But it is doubtful whether it was rigidly enforced—that is, whether bonds were renewed so soon as the interest had equalled the principal, for the penalty was partial loss of interest only, and not total loss of principal and interest as under the limitation law; and in any case it was equivalent to a term double the period now currently allowed under the limitation law. We have nothing before us to show why the period was reduced from twelve to three years, but I suppose it was on the ground of public policy, and to ensure prompt settlement of accounts. The rule, so far as we can gather, has worked prejudicially to the ryot, who, as Mr. Gopyram Hury says, perhaps has—

Law of limitation.

"Borrowed for his son's marriage after planting sugar-cane or making a garden, and it will require six or seven years to pay the debt. The longer the period the more convenient it is for both parties to adjust their accounts. Two years—

(it may be observed, in passing, that this gentleman, like the Sub-Judge previously quoted, points out that the three years resolves itself into two)—

may be bad years, and the man has hardly been able to maintain himself, and expects that the third or fourth year may prove a year of plenty."

The period is apparently used to extort at short intervals renewal of bonds at higher rates under threat of proceedings. The people themselves seem pretty unanimous in

ascribing much of their difficulties to the brief period of limitation, which compels them every second year to find ready money or to renew; and if twelve years seem an inordinately long time, seven (which practically would be six) might be worth consideration. I think that further inquiry and information is needed by Government before any new limit can be definitely proposed.

Imprisonment for debt.

69. The law of imprisonment seems to press on the Indian agricultural debtor with a severity wholly unknown to the debtor of the presidency town. Mr. Lyon in his Digest (p. 105) writes :—

“It will be seen from the following quotations that the law in force in India is much more unfavourable to the debtor than that of any other of the countries referred to. Even the Roman law was not so severe, as the debtor was discharged on delivering up his property. The law has been relaxed in India as to certain chiefs in Sind, and the most important provision of the Baroda Talukdars Act, the Ahmedabad Talukdars, and the Ajmere Regulation consists in a clause exempting these talukdars from arrest. Their property still remains liable. In the presidency towns the debtor can get off both imprisonment and all future liability on giving up all his property except Rs. 300 worth.”

In England, before imprisonment for debt was done away with, the following was the rule :—

“In England (p. 120, *Digest ; Extract from Lord Mackenzie's Roman law*) no debtor, generally speaking, can be imprisoned for a debt under 20*l.*; neither can the judgment creditor execute all the writs of execution at the same time. The general rule is that imprisonment is a satisfaction for the debt unless the debtor die in prison, or escape, or be rescued; and hence, after that kind of execution, the creditor cannot seize his goods and lands also. Again, where a writ of execution against the real estate has been executed, the debtor's person or personal estate cannot be taken. But after taking the personal estate either the person or the real estate may be taken.”

In India, imprisonment may be terminated by the debtor giving in a list of all his property, but he still remains liable in property at any time afterwards acquired, till satisfaction of the debt, though he cannot be imprisoned twice on *the same* decree, unless fraud is proved; but he can be imprisoned on any other decree.

Used as a means of compulsion.

67. Imprisonment for debt, if the debtor has any effects, is as a means of compulsion, only another way of doing what is equally well done by sale of the debtor's property. In other words, as a means of compulsion, the power to sell is, I should suppose, quite as efficacious. A man who has had the means of paying, but declined to pay, would be as much alarmed by finding that his property was to go to the hammer, as by receiving a warrant of arrest for his own person; where, on the other hand, the debtor has no effects, he can even under the present law obtain release. The power of compulsion is intended to be used as a means for the enforcement of payment, not as a means for extorting usurious terms of renewal from the debtor. The double power of imprisoning, and at the same time, notwithstanding imprisonment, of holding the unsatisfied decree in *tetorem* over the debtor, gives the creditor powers beyond what are required for his purpose. For legitimate purposes of compulsion the power of sale is sufficient. If imprisonment is retained, it might, as formerly in England, act as full satisfaction of the claim, unless the debt has been fraudulently contracted. At the same time, so long as any compulsory power is allowed—and of course it must be allowed—it matters apparently very little what form it takes. Whatever it is, it will be used by the creditor as a means of obtaining fresh and favourable terms (the shorter the term of limitation, the more often it will be used), and will be yielded to by debtors, such as those we are dealing with, who, though solvent if they would sell a part of their effects, prefer renewal at unfavourable rates to instant loss of property. All I can say is, that so long as the power of sale is left with the creditor, I do not think he should be armed (except in the case of a fraudulent debtor), with the further power of imprisonment, which seems habitually abused. There is, of course the general principle, that a man should be responsible in person and property for his debts. This we see aptly exemplified in the Hill tracts of Khandesh, where agricultural debtors are sold among the Guzurs like cattle, and are, I believe, a new and very valuable form of property; but the English Legislature has taken a more lenient view, and I do not see why the provisions of the English law, as embodied in 32 & 33 Vict. c. 62, should not be applied in India.

An insolvency law not likely to be much used unless made compulsory.

68. Then, as to the second stage, when the debtor has become insolvent. It seems opposed to all experience, but what I can learn of the character and habits of the agricultural debtor and his creditor on this side of India, leads me to think that neither would care much for an insolvency law. The debtor does not wish for any arrangement which will help to get him off the land, and would prefer holding on as a nominal proprietor, at a rack-rent, to ouster and dispossession. The creditor would find the “sweating” custom more profitable than liquidation. Moreover, he does not ordinarily

wish the land itself, and prefers to receive its profits, while the liabilities rest with the nominal proprietor. The agricultural debtor, if offered the alternative of freedom from all claims on condition of surrendering all property, or indefinite liability and nominal ownership, would, I gather from the information before us, ordinarily elect for the latter. What he wants is to retain the land, and at the same time to get rid of the liabilities; and this is a desire which no insolvency law can gratify. If the amount of his debt is not more than the value of his land, he can himself liquidate it; if more, he prefers to immediate sale trusting to chance. It is on grounds of public expediency that an agricultural insolvency law can be best advocated; on the ground that it is desirable to put an end to the present state of things—to clear, that is to say, the insolvent off the land, and to compel the creditor to accept the outcome of his dealings, to become the owner of the land which he declines to take into possession, and to abandon the sources of profit which he finds in the sweating system. From this point of view, I think that an insolvency law is *most* necessary, but that it would be popular with either section whom it concerned, I doubt.

The draft Civil Procedure Code Bill contains a provision that after twelve years a decree should cease to have any effect. But this, again, will give no real relief to the debtor; for a sowkar ordinarily has by him several bonds, ranging over a term of years, and by obtaining on them decrees at different times he can extend the period so as practically to evade limitation.

69. Again, as to the inadequate prices fetched at the sale of rights and interests in the execution of civil court decrees. This is as frequent a cause of complaint in the North-west Provinces as in Bombay, the reason probably being the same in either case, viz., that the amount and value of the liens on the rights sold are not known, and a purchaser, other than the decree-holder, has no knowledge of what he is buying. The court selling the land has the means of ascertaining, through the revenue authorities, and from its own enquiries, most, if not all, of the charges on the rights and interests to be sold, and what those rights and interests are; and it should, I think, be compelled to do so, and to publish them with the notification of sale.

70. By section 62, clause 2, Regulation IV., 1827, “implements of manual labour and such cattle and implements of agriculture as may, in the judgment of the court from which the process issues, be indispensable for the defendant to earn a livelihood in his respective calling, or cultivate any land that he may hold for that purpose,” were exempt from attachment.

By the present law (section 205, Civil Procedure Code), “*all property whatsoever, moveable and immoveable, belonging to the defendant, is liable to attachment and sale in execution of a decree.*” The draft bill makes no material change. By the English Bankruptcy Act, 1869, section 15, the tools (if any) of the bankrupt’s trade, and the necessary wearing apparel and bedding of himself, his wife, and children, to a value, inclusive of tools, and apparel, and bedding, not exceeding 20*l.* in the whole, are exempted from sale. By the Insolvency Act, Rs. 300 worth of property may, in the Presidency towns, be retained by the debtor.

We have no papers before us to show why the provisions of Regulation IV., 1827, were repealed, but there is a strong concurrence of opinion in all officers consulted that the exceptionally stringent conditions of the law as it applies to mofussil debtors should be relaxed, and that a margin of necessities and implements of trade or calling should be reserved from sale to a limit of Rs. 150 or Rs. 200. On the expediency of this I cannot entertain a doubt. The Marwari is armed with powers, natural and legal, enough to warrant Government in depriving him of this extraordinary weapon, the *absolute* ruin of his debtor.

• Modifications in the law of imprisonment and limitation, an insolvency law, a revised procedure for the conduct of sales in execution of decrees, and the exemption of necessities from sale, would relieve the ryot from some amount of disadvantage on the judicial side; but so long as the courts and the debtor are kept, as at present, in ignorance of any but the last stage of the progress of the debt on which the court adjudicates, I do not believe that any of the above measures will bring sensible relief. A further form in which relief might be given is to allow of sale of land only for debts in regard to which it has been hypothecated. This was earnestly advocated by Colonel Wingate, and subsequently by Sir William Muir, and seems, from the letter to the Bombay Government (at p. 313 of Mr. Lyon’s Digest), to commend itself, so far at least as the Presidency town is concerned, to the Bombay High Court.

72. In collectorates in which it is thought unnecessary to introduce and gradually extend any such administrative measures as I have advocated for the protection of the ryot (or, if the plan is rejected, in *all* collectorates)—I mean the appointment of a village

Term of currency of decrees.

Inadequate prices at sales of land.

Sale of necessities and improvements of trade.

Summary. Land unless hypothecated for a debt, to be exempt from sale in satisfaction.

Suits for sale of land in satisfaction

of debt to
be heard
by selected
courts only.

accountant—I am of opinion that *all suits for recovery of money by sale of land* should be heard by *one court only*; and that the court should not confine its sitting to one place, but should move about to specified points within its charge, and as much as possible at different times of the year. The court of the joint or assistant judge is the kind of court I mean, and it should be guided in its decisions by the principles laid down in the circular of the Punjab Chief Court in 1872; should especially inquire into the use of certain or undue influence in contracts; and should make liberal use of the power given in the Indian Contracts Act (IX. of 1872) to annul or modify contracts falling under section 14. The opinions furnished to Government and to us by the sub-judges and by many of the judges seem to me to amount to a confession of inability to do justice. They are tools in the hands of the Marwari who alone appears before them, who frequently furnishes them with no accounts, and commonly gets decrees on bonds obtained under all kinds of compulsion, and representing enormous compound interest. They have, moreover, so much to do that they are said to postpone for very long periods the hearing of defended cases in order to get through the files. I think it is very much to the credit of the subordinate judicial administration that it has expressed itself so clearly as to the position which it is compelled to occupy. But with the facts stated to them, Government can scarcely continue to have confidence in the efficiency of the present machinery. The High Court of Bombay have in several of their judgments interpreted, in a sense favourable to the debtor, the provisions of the law enacted in India. But when we find that a large number of suits are fraudulent, or rest on extortionate claims, and yet that only three out of every ten debtors appear to defend a suit, the judge's labour is in vain. If in consequence of his being unequally matched with his creditor, the debtor will not come to our courts, the only thing that can be done (unless we are to be satisfied with mechanical decree-grinding) is to take the court to the debtor. Similarly, if the courts can receive no aid from the executive, the only way in which improvement seems to me possible is by entrusting to a specially selected class of moveable courts the trial of all suits for money in which land is security (I assume that unless pledged as security land would be exempt from sale), and by arming them with considerable powers of revision over improvident contracts and contracts extorted by coercion. These powers should not be entrusted to courts such as those of sub-judges, but in the assistant judges there seems to be a machinery at hand which is not unequal to the duty. Mr. Richey, who also advocates this plan, is, I believe, working it out in greater detail.

Précis of
objections to
certain other
schemes.

73. It only remains to add that I am opposed to any general scheme of prohibiting sale of land in execution of decrees of the civil courts, because I think so sweeping a measure unnecessary, because I should be very averse from prohibiting absolutely the transfer of land, which must, I think, follow the more partial measure, and because we cannot foresee the effects of such a measure on credit,—a matter of extreme importance when viewed, especially with a ryotwari system, in its relation to our rigid system of land-revenue payments. Other schemes do not go so far, but contemplate minor restrictions, such as those of Mr. West or Mr. Jones, are, I think, impracticable, because they require an amount of personal interference by the collector which I am sure he could not give them, and because they require for success the co-operation of the debtor, who in the borrowing stage very often combines with the creditor, though he may resist him to the utmost when it comes to a settlement. Land banks on any scale large enough to be of immediate use are not I think likely to succeed. The Sowkar would be opposed to them and would use his great influence against them, which, with a people habitually distrustful of Government measures, would be probably successful. I believe that in the existing agency of the village banker we have at hand a machinery which will be more welcome to the people and less cumbersome to the Government.

74. I wish, in conclusion, most cordially to acknowledge that I am mainly indebted to my colleagues in the Commission for anything in this memorandum which may be found of use.

AUCKLAND COLVIN.

Matheran, November 8, 1875.

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EAST INDIA (MYSORE GOVERNMENT).

RETURN to an Address of the Honourable The House of Commons,
dated 14 August 1878;—for,

“ COPY or EXTRACTS of CORRESPONDENCE between the Secretary of State
for *India* and the Governor General, regarding the Re-establishment of a
NATIVE GOVERNMENT in *Mysore*, by the time the Maharajah shall come
of Age (in continuation of Parliamentary Papers, of Session 1867).”

India Office, }
August 1878. }

EDWARD STANHOPE,
Under Secretary of State.



(*Mr. Torrens.*)

Ordered, by The House of Commons, to be Printed,
14 August 1878.



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COPY OF EXTRACTS OF CORRESPONDENCE between the Secretary of State for *India* and the Governor General, regarding the Re-establishment of a NATIVE GOVERNMENT in *Mysore* by the time the Maharajah shall come of Age in 1880.

— No. 1. —

(Foreign Department.—General.—No. 25.)

To the Right Honourable Sir *Stafford Northcote*, Bart., Her Majesty's Secretary of State for India.

Sir,

Simla, 22 June 1867.

WE have the honour to forward, for the favourable consideration of Her Majesty's Government, the accompanying copy of a communication* from the Officiating Commissioner of Mysore, relative to an increase of salaries among the officers of the Mysore Commission. * Not printed.

2. Her Majesty's Government has already recognised the necessity for increasing the salaries of civil officers in those non-regulation provinces which form a portion of the British Empire. The proposals of Mr. Saunders merely contemplate the extension of the same principle on a similar scale to Mysore. The point therefore which, in our opinion, chiefly deserves consideration in this question, is the capacity of the Mysore revenues to meet the additional charge.

3. An explanation of the financial condition of the province will be found in Section VIII., paragraphs 153 to 216, of the last Administration Report. In the year 1865-66 nearly 4½ lakhs were disbursed in further settlement of the Maharaja's debts, and the normal assignment for public works was exceeded by over 2½ lakhs. Even including these exceptional charges, a net surplus of 84,000 rupees was realised. But if, as is only just, the abnormal expenditure of the particular year be excluded from calculation, the accounts show a total disbursement of 1,01,22,000 rupees which, balanced against aggregate receipts of 1,09,16,000 rupees, gives a real surplus of very nearly eight lakhs.

4. The receipts during the last four years have increased by nine lakhs, and although the disbursements during the same periods, in consequence of increased grants for public works and the progress of administrative reforms, have expanded in larger proportion, the surplus of 1865-66 is better than that of 1864-65 by 333,000 rupees, and than that of 1863-64 by 4,47,000 rupees.

5. Land revenue in the year under notice yielded 77½ lakhs, Abkaree upwards of 10 lakhs, Sayer Customs not much short of nine lakhs, Assessed Taxes and Forests each about 3½ lakhs, and Stamps more than 2½ lakhs. The details of the disbursements will be found in the figured statement given at page 44 of the Administration Report; but the fact that they collectively exceed one million sterling, appears in itself a sufficient indication of the onerous responsibilities devolving on the officers charged with the administration of the province.

6. We hold that the work obtained from the district and supervising authorities in Mysore is not inferior in quality and extent to that performed by the corresponding officers in our own territories who have been admitted to a much higher scale of remuneration. We believe that in the interests of Mysore

6 CORRESPONDENCE RELATING TO THE RE-ESTABLISHMENT

itself, as well as on more general considerations, it is inexpedient for British officers employed in that province to be remunerated at a lower rate than their fellows are in British India. And we trust that the financial statistics we have quoted will be accepted by Her Majesty's Government in proof of the propriety and feasibility of Mr. Saunders' proposals.

We have, &c.
(signed) *John Lawrence.*
W. Mansfield.
H. S. Maine.
G. N. Taylor.
W. N. Massey.
H. M. Durand.
G. U. Yule.

— No. 2. —

(Foreign Department.—Political.—No. 139.)

To the Right Honourable Sir *Stafford Northcote*, Bart., Her Majesty's
Secretary of State for India.

Sir,

Simla, 26 August 1867.

WE have taken into consideration the question of the future appropriation of the "Mysore Trust Fund," and we now have the honour to submit to Her Majesty's Government the result of our deliberations on the subject.

2. In the first place, we deem it advisable to recapitulate the history of the fund. Early in the year 1864 there was found to be in the Mysore Treasuries an accumulated surplus of about 102 lakhs of rupees, the fruit of Sir Mark Cubbon's long and most thrifty administration. The Maharaja of Mysore, by whom not a fraction of the money had been saved, requested that the whole amount might be made over to him. We yielded to the representations of his Highness so far as to devote a considerable portion to the payment of his debts; but with the balance we determined to form a fund for the maintenance of the Maharaja's numerous relatives and dependants, after his death. This balance, which amounted to 30 lakhs, we caused to be invested in Government paper, and set aside for the purpose indicated under the designation of the Mysore Trust Fund.

* Not printed.

3. Secondly, we desire to explain at what sum the fund at present stands. By our Despatch * (Finance) No. 6, dated 23rd February last, we informed Her Majesty's Government that, as a consequence of the arrangements therein reported, the fund would rise to a total of 60 lakhs. We had at that time instructed the Officiating Commissioner of Mysore to add from the cash balances of the Province a further sum of 30 lakhs to the investment of the same amount originally made, and we believed that there would be no difficulty in carrying out the order. However, on the 22nd May last, Mr. Saunders reported that he had been prevented from complying with our wishes in consequence of the drain on the cash balances in the past year having been considerably in excess of the estimates; and that, instead of 30 lakhs, two lakhs were all that he had found it prudent to add to the fund. Subsequently, on the 28th May, Mr. Saunders submitted an account current of the fund for the year 1866-67. From this account it will be seen that the original investment of 1864 has swollen, by accretions of interest, to 32,01,285 rupees. This total, however, is exclusive of the two lakhs recently added, so that the present aggregate stands in reality at a trifle above 34 lakhs.

4. Her Majesty's Government has decided that the State of Mysore, instead of lapsing to the British Empire on the decease of the Maharaja, shall be continued to his adopted son. It follows from this decision that the Maharaja's relatives and dependants will, when he dies, have to look for a maintenance, not to the British Government, but to the Mysore Raj. And thus the contingency, in view to which the fund was created, has disappeared. It is with
reference,

reference, no doubt, to this alteration of circumstances that Her Majesty's Government has now called on us to consider the future appropriation of the 34 lakhs of rupees comprising the Mysore Trust Fund.

5. We have come to the conclusion that, though no further additions need be made to the capital stock, except those accruing by the interest, the fund should still be maintained, not indeed on its former footing, but as a special resource for any emergencies that may arise.

6. We are of opinion that the money ought not to be transferred to the Maharaja. We are aware that His Highness is anxious to obtain possession of it; but he is already in receipt of a princely revenue which should amply cover the whole of his expenditure, and his tendency to extravagance is sufficiently proved by the fact that in the interval, since he was relieved of the administration of his country, two special commissions have been at different times required to investigate and settle his enormous debts. Were the 34 lakhs now in question to be paid to him, the whole sum would no doubt be squandered in a very short time. As it is, the retention of the money will enable us to meet any special requirements of the Maharaja. We recently made a disbursement of this nature to His Highness of one and a half lakhs, debitable against the interest.

* A yearly stipend of three and a half lakhs, and in addition, one-fifth of the net revenues of the Province. This fifth share, in the year 1865-66, amounted to 10,14,647 rupees.

We have, &c.
(signed) *John Lawrence.*
W. Mansfield.
H. S. Maine.
G. N. Taylor.
W. N. Massey.
H. M. Durand.
G. U. Yule.

Enclosure 1, in No. 2.

From the Officiating Commissioner for the Government of the Territories of His Highness the Maharajah of Mysore, to the Secretary to the Government of India, Foreign Department, with the Governor General, Head-quarters, Simla (No. 1098-30); dated Bangalore, the 22nd May 1867.

I HAVE the honour, in acknowledgment of your docket (No. 600), dated the 17th of December 1866, to forward, for submission to His Excellency the Viceroy in Council, the accompanying copy of a letter† which I have this day addressed to the Secretary to the Government of India, in the Financial Department, with its enclosure,‡ on the subject of making further investments from the cash balances of this province in behalf of the Mysore Trust Fund.

No. 1085-29.

‡ No. 329.

2. In the accompanying letter I have detailed very fully the circumstances which have, in my opinion, rendered it inadvisable, upon purely financial grounds, to invest a larger sum than two lakhs of rupees from our present cash balances for the above fund.

3. I would, however, in the present communication beg to suggest, for the consideration of His Excellency the Viceroy in Council, whether, upon political grounds, it will be necessary or advisable to alienate from the legitimate resources of the province any further large amounts for the purpose of devoting them to the special object for which the Trust Fund was originally instituted, as communicated in Foreign Office Letter (No. 333), dated the 29th March 1864.

4. The present might possibly be deemed by His Excellency the Viceroy in Council a not unfitting occasion for taking into consideration the question of the present position and future disposal of the Trust Fund, and the advisability of modifying the specific purposes to which it is to be devoted, with a view to the money being kept in trust for the requirements of the State, as well as for the benefit of the relatives and dependants of the rajah after his demise, inasmuch as the altered political arrangements which would, from the tenor of the speech delivered in Parliament by the Right Honourable the late Secretary of State for India, appear to be under contemplation will probably render it unnecessary to make any very large provision for such retainers as distinct from the specific allowance claimable under treaty stipulation by His Highness the Rajah.

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Enclosure 2, in No. 2.

From the Officiating Commissioner for the Government of the Territories of His Highness the Maharajah of Mysore, to the Secretary to the Government of India, Financial Department, with the Governor General, Head-quarters, Simla (No. 1085—29); dated Bangalore, the 22nd May 1867.

* No. 329.

ADVERTING to your telegram of the 18th instant, to which a reply was forwarded on the 19th, I have the honour to annex, for your information and for submission to His Excellency the Viceroy in Council, the accompanying copy of a letter* from the Deputy Accountant General of Mysore, under date the 21st May, reporting on the ways and means of the province in connection with the subject of investing a further portion of the cash balances on account of the Mysore Trust Fund.

2. On receipt of the Resolution of His Excellency the Viceroy, in the Foreign Department (No. 598), dated 17th December last, which directed the investment of 30 lakhs from the cash balance, I called upon the Deputy Accountant General for a detailed report of the state of the finances, and for the expression of his opinion as to the possibility, as well as advisability, of complying, either partially or wholly, with the requisition of Government, as I was aware that the cash balances on the 1st of December amounted only to 30,27,911 rupees.

3. From the Deputy Accountant General's Report, it appeared that the cash balance on the 1st of May 1867 would not exceed, according to his estimate, 60,87,994 rupees, or about 10 lakhs less than the amount at which the cash balances stood on the 1st of May 1866. As it appeared that the actual cash balances on the 1st of January 1867 amounted only to 36½ lakhs, it was manifestly impossible to comply at the time with the Government Resolution, and I accordingly deemed it advisable to defer action until after the season of revenue collections had considerably advanced, and the estimate of the Deputy Accountant General could be verified at the close of the official year.

4. It will be seen from the Report of the Deputy Accountant General, now submitted, that the actual cash balance on the 1st of May 1867 was 62,82,647 rupees, or about two lakhs better than his estimate. I have accordingly, in consequence of your telegram of the 18th, and to meet the wishes of His Excellency the Viceroy in Council as far as means would permit, requested the Controller General to tender to the above extent, viz., two lakhs, on behalf of the Mysore Government, in the new Debenture Loan.

5. For the reasons given in the last paragraph of the Deputy Accountant General's letter, in which I fully concur, I consider that it would, upon financial grounds, be highly inadvisable to make any further investment on account of the Trust Fund, as the cash balances are obviously at present not more than sufficient to meet the current requirements of the province during the seven or eight months of the year, when the revenue collections do not flow into the Treasury. It would be manifestly unwise to hamper the financial arrangements of the local administration by locking up and rendering unavailable for the public requirements of the province any larger amount than I have recommended, more especially as it must be borne in mind that, apart from the ordinary expenditure, a debt of about 5½ lakhs is still payable to one of the Maharajah's creditors when he chooses to claim it.

6. I deem it right to add that a sum of one lakh of rupees from the interest which had accumulated on the original investment of 30 lakhs of rupees and upwards was invested in the 4 per cent. loan in the month of August last, making the aggregate of the Trust Fund 31,23,300 rupees, to which the amount now under investment in Government debentures will have to be added.

Enclosure 3, in No. 2.

From the Deputy Accountant General, Mysore, to the Secretary to the Commissioner of Mysore (No. 329); dated Bangalore, the 21st May 1867.

IN my letter (No. 1841) of 29th January last, I had the honour to report, for the Officiating Commissioner's information, upon the probable receipts and disbursements of Mysore to 30th April 1867, with reference to the orders of the Government of India directing a further investment of the cash balances on account of the Trust Fund, and I stated that on 1st May 1867 they might be estimated at 60,87,994 rupees. I have now the honour to report that the cash balances actually in the Treasuries and in the hands of Public Works Officers amounted on that date to Rs. 62,82,647. 11. 1., or about two lakhs more than I anticipated.

2. Although

2. Although the result is in this view satisfactory, I would wish to bring to the notice of the Commissioner, with special reference to the question of investing a further sum for the Trust Fund, that the cash balance this year is less than that of 1st May 1866 by 8,58,710 rupees. This decline is accounted for in round numbers thus:—

				Rs.
1866	-	-	-	71,41,357
1867	-	-	-	62,82,647
TOTAL				- Rs. 8,58,710

1st.—The revenue receipts of the year ending 30th April 1867 (1,03,50,000) have fallen short of the expenditure (1,10,10,000) under all heads of charge by - - - - -		Rs.
		6,60,000
2nd.—Under the head of “Public Debt” the disbursements have exceeded the receipts of the year on the following accounts:—		
Trust Fund	- - - -	Rs. 1,52,000
District Fund	- - - -	80,000
TOTAL - - - Rs.		2,32,000
Deduct net credit under other heads		35,000
		1,97,000
GRAND TOTAL - - - Rs.		8,57,000

3. In explanation of the first item (excess of expenditure over income) I would remark that the Civil Budget for the year ending 30th April 1867 estimated the receipts and disbursements at the same aggregate amount, namely, 105 lakhs of rupees, but in addition to the ordinary provision for the public works 3,45,000 rupees were sanctioned by Government in the Public Works Budget as a charge against the cash balances, or “deposit surplus,” and two lakhs more on account of works intended to give employment to the poor during the famine. The whole amount actually appropriated for public works during the 11 months ending 31st March 1867 was 18,22,000 rupees, that is, 3,70,000 rupees in excess of the provision made in the Civil Budget ending 30th April. To this must be added the sum appropriated in April 1867, 1,41,000 rupees, in order to bring up the account to 1st May, and we have an expenditure for the 12 months ending 30th April of 5,11,000 rupees in excess of the Civil Estimates for the same period. Further, it will be remembered that a grant of about 56,000 rupees was made to the Famine Relief Fund of the province, 18,000 rupees on account of the Enam Commission, and 79,000 rupees on account of Jails, all these items being in excess of the original Budget Estimates. The Maharajah has also received nearly one and a half lakhs in excess of his estimated share of the revenue.

4. In my Report of 29th January, already referred to, I urged the inadvisability of investing any considerable portion of the cash balances, on the ground that only about one-sixth of the land revenue dues for the year are realisable between May and December, while the expenditure proceeds at nearly a uniform rate, reducing the cash balances during that period by about 40 lakhs. Thus, although the cash balances on 1st May 1866 amounted to 70 lakhs, as noticed in the Government Resolution of 17th December 1866 (Foreign Department, No. 598), they declined on 1st December 1866 to 30 lakhs. From the same cause a similar depreciation occurred in the years 1865-66 and 1864-65, and as the budget of 1867-68 indicates no surplus, there is every reason to apprehend that our cash balances on 1st December next will not be more than 22 lakhs for the whole province, a sum which will need to be very judiciously distributed over the eight districts and 83 talook treasuries of the province to meet the requirements of the public service. I would also specially note that, apart from the Budget Estimates, a debt of 5,67,000 rupees is still payable to one of the Maharajah’s creditors whenever the amount may be demanded.

Enclosure 4, in No. 2.

From the Officiating Commissioner of Mysore to the Secretary to the Government of India, Foreign Department, with the Governor General, Simla (No. 28); dated Bangalore, the 28th May 1867.

SUBMITS, for the information of His Excellency the Viceroy and Governor General in Council, the accompanying copy of an Account Current of the Mysore Trust Fund for 1866-67.

385.	8 Aug. "	To interest realised by the Accountant General and remitted to Commissioner's Treasury by a Remittance Receipt on Government Securities of 1842-43, amounting to 10,85,300 rupees belonging to the fund, as per letter (No. 1957), dated 6th August 1866 - - - - -	21,706 - -	11 Feb. 1867	By fee paid by the Accountant General for renewing a Promissory Note of 4 per cent. loan of 1st May 1865, as per his letter (No. 5496), dated 8th February 1867 - - - - -	1 - - -
	10 Oct. "	To interest realised by the Accountant General and remitted to Commissioner's Treasury by a Remittance Receipt on Government Securities of 1835-36, amounting to 4,08,800 rupees belonging to the fund, as per letter (No. 3298), dated 5th October - - -	8,176 - -	31 March "	By balance - - - - -	32,01,285 6 11
	10 Oct. "	To nominal value of a Government Security of one lakh of rupees purchased by the Bank of Madras and retained there on account of the fund, as per Bank's account received with Accountant General's letter (No. 3245), of 4th October 1866 - - -	1,00,000 - -		Particulars of the Balance.	
	7 Nov. "	To interest realised by the Accountant General, and remitted to Commissioner's Treasury by a Remittance Receipt on Government Securities of 1st May 1865, amounting to 4,46,800 rupees, belonging to the fund, as per letter (No. 3843), dated 5th November - - - - -	8,936 - -		Nominal value of Government Securities lodged in the Bank of Madras, as per Register, current - - - - -	Rs. a. p.
	15 Jan. 1867	To interest realised by the Accountant General and remitted to Commissioner's Treasury by a Remittance Receipt on Government Securities of 1854-55, amounting to 10,29,600 rupees, belonging to the fund, as per letter (No. 4913), dated 9th instant - - -	20,592 - -		Cash in the Commissioner's Treasury - - - - -	77,985 6 11
	11 Feb. "	To interest realised by the Accountant General and remitted to Commissioner's Treasury by a Remittance Receipt on Government Securities of 1842-43, amounting to 10,85,300 rupees, belonging to the fund, as per letter (No. 5496), dated 8th instant - - -	21,706 - -		Rs. 32,01,285 6 11	
		TOTAL - - - - -	34,76,086 5 4		TOTAL - - - - -	Rs. 34,76,086 5 4
	Bangalore, 25 May 1867. }					H. Hudson, Deputy Accountant General of Mysore.

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— No. 3. —

EXTRACT.

(Foreign Department.—Political.—No. 140.)

To the Right Honourable Sir *Stafford Northcote*, Bart., Her Majesty's
Secretary of State for India.

Sir,

Simla, 26 August 1867.

* See page 46.

AFTER the receipt of your Despatch (No. 69),* dated 16th April last, informing us that Her Majesty's Government had determined to maintain the family of the Maharaja of Mysore on the throne of that province in the person of his Highness's adopted son, the Governor General addressed a khureeta to the Maharaja, congratulating his Highness on this decision.

2. We are fully impressed with the important responsibility laid on the British Government of making early and efficient provision for the moral and intellectual training of the infant prince, so that he may have every opportunity of developing into a native sovereign capable of governing worthily the territory which hereafter will be committed to his charge. Among the enclosures of the present Despatch will be found a Report by the Officiating Commissioner of Mysore on this subject. We concur generally in Mr. Saunders' views. But we are further of opinion that during the early childhood of the prince [who is now just five years of age], no influence could be brought to bear upon his disposition so suitable and healthy as that of an English lady, if one could be found willing and qualified to devote herself to the task of his rudimentary instruction. Afterwards he might pass, as Mr. Saunders proposes, under the tutelage of some gentleman who has graduated at an English University.

3. On the whole, therefore, we incline to believe that the two requirements we have in view, might satisfactorily be met by securing the services of a properly qualified gentleman, married to a lady able and prepared to occupy a position directly connected with the Maharaja's household.

4. In addition, we think that one or more native gentlemen of education and respectable social position, might with advantage be associated with the guardian. These might be employed as assistants in the work of tuition, and they would be in the company of the young Rajah at times, and on occasions, when it would not be convenient or possible for the guardian to be present. If selected with care and judgment, they would have an important effect in the formation of the Rajah's character. They would of course be subordinate in every respect to the guardian.

5. And the guardian himself would be in entire subordination to the Commissioner and to the Government of India; both as to the general direction of the young Rajah's education, and all details relating thereto. In assuming the title of guardian (which perhaps will be the most appropriate), it will be important that there should be no misconception as to his being amenable in every respect to the control of the Commissioner and the Government of India.

6. If Her Majesty's Government approve these views, we propose to inquire whether a gentleman and his wife, possessed of the qualifications which we look for, are to be met with in India. If they could be secured in India, there would be greater likelihood of their possessing a certain degree of preparation in knowledge of the language and the habits of the people, than if they came fresh from Europe. But should our inquiries prove unsuccessful, we would propose to submit an early application to Her Majesty's Government for a selection to be made in England.

We have, &c.

(signed) *John Lawrence.*
W. Mansfield.
H. S. Maine.
G. N. Taylor.
W. N. Massey.
H. M. Durand.
G. U. Yule.

Enclosure 1, in No. 3.

From the Officiating Commissioner for the Government of the Territories of His Highness the Maharajah of Mysore, to the Secretary to the Government of India, Foreign Department, Fort William (No. 10); dated Bangalore, the 25th April 1867.

WITH reference to the accompanying copy of a letter to my address from his Highness the Rajah of Mysore, No. 50, dated the 24th instant, I have the honour to transmit, for submission to his Excellency the Viceroy and Governor General of India, the accompanying khureeta from his Highness to the address of his Excellency the Right Honourable Sir John Lawrence, G.C.B. and G.C.S.I.

Enclosure 2, in No. 3.

From His Highness the Maharajah *Sri Kristna* (in Canarese) to the Commissioner for the Government of my Territories, Bangalore (No. 50); dated Palace Mysore, the 24th April 1867.

I HAVE the pleasure to enclose a khureeta to the address of his Excellency the Right Honourable Sir John Lawrence, the Viceroy and Governor General of India, and to request that you will be so good as to dispatch it to his Excellency as soon as practicable.

A copy of the same is also herein enclosed for your information.

Enclosure 3, in No. 3.

From His Highness the Maharajah *Sri Kristna* to His Excellency the Right Honourable Sir J. L. M. Lawrence, K.S.I., G.C.B., Viceroy and Governor General of India, Calcutta; dated Palace Mysore, the 24th April 1867.

I WRITE for the purpose of requesting the friendly office of your Excellency in sanctioning a matter which is very near to my heart, and has lately much occupied my thoughts. I am very desirous that my son, Chamrajendra Wudiever, who, by the blessing of God, has now entered in his fifth year, should receive greater advantages of education and training than I myself enjoyed in my childhood and youth; and as it is no longer possible for me to delay the matter, and as it is the best time calculated for the purpose, I have to inform your Excellency that with this view I have selected as his guardian Colonel Gregory Haines, late Superintendent of the Bangalore Division, an officer well known and highly respected in this country, and who has received from the late Earl Canning an acknowledgment for his services to the Mysore State. He was, moreover, the tried and trusted friend of my ever to be lamented Commissioner, the late Sir Mark Cubbon.

Although there may be differences of opinion between your Excellency and myself as to the actual position and rights of this dear child, I feel sure there will be no difference of opinion between us as to value of education to the princes and nobles of India. I am equally sure that whatever may be the destiny of my son and heir, and whatever duties may devolve upon him, your Excellency and your Excellency's successors will never forget that he is by birth a member of this ancient Royal Family, and that he is by Hindoo Law the son of the Rajah of Mysore, "the oldest" and "the staunchest," although the humblest, ally of Her Majesty the Queen of Great Britain and India.

Enclosure 4, in No. 3.

From the Secretary to the Government of India, Foreign Department, with the Governor General, to the Officiating Commissioner of Mysore (No. 503); dated Simla, the 23rd May 1867.

I AM directed to forward, for your information and for communication to the Maharajah of Mysore, the accompanying copy of a Despatch from Her Majesty's Secretary of State for India, No. 69*, dated the 16th ultimo, containing orders for the future disposal of the territory of Mysore. * See page 46.

2. You will be put in possession of full instructions on this subject hereafter.

Enclosure 5, in No. 3.

From the Secretary to the Government of India, Foreign Department, with the Governor General, to the Officiating Commissioner of Mysore (No. 555); dated Simla, the 3rd June 1867.

I HAVE received and laid before the Governor General in Council your letter, No. 10, dated the 25th April last, together with the khureeta addressed to his Excellency by the Maharajah of Mysore, regarding the education of his Highness's adopted son.

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2. As the child in question is believed to be hardly five years old, I am directed to inquire whether you think that anything should at present be done for his education. His Excellency in Council will be glad to receive your opinion on this point, together with any remarks which you may have to make in regard to the wish of the Maharajah that Colonel Haines should be appointed the child's guardian.

Enclosure 6, in No. 3.

From the Officiating Commissioner for the Government of the Territories of His Highness the Maharajah of Mysore, to the Secretary to the Government of India, Foreign Department, with the Governor General, Simla (No. 90); dated Bangalore, the 19th June 1867.

IN reply to your No. 503, dated the 23rd day of May 1867, I have the honour to annex, for the information of his Excellency the Viceroy in Council, the accompanying copy of the letter which I addressed to his Highness the Maharajah of Mysore on the occasion of my communicating to him, in conformity with your instructions, a copy of the Despatch, No. 69, dated the 16th of April, from Her Majesty's Secretary of State for India.

2. I also enclose, for submission to his Excellency the Viceroy, a copy of the reply which I have just received from his Highness, in which he requests me to convey to his Excellency an expression of his grateful appreciation of the consideration which has prompted so speedy a communication of the orders of Her Majesty's Government on a subject of such interest to himself and to his subjects as the future disposal of his Highness's territories.

3. On receipt of your letter under acknowledgment, I took measures to ascertain whether his Highness was desirous that I should proceed to Mysore to deliver in person to him a copy of the Right Honourable the Secretary of State's Despatch, or would wish to receive the same under cover of a letter from myself at the hands of my official representative at Mysore, Major Charles Elliot, C.B., Superintendent of the Ashtagram Division, and in charge of the palace duties. His Highness was pleased to express a wish that the latter course might be adopted, as he was anxious not to cause me any unnecessary trouble, and also entertained a hope that I might, perhaps, ere long be the bearer of a khureeta to him from his Excellency the Viceroy, on the receipt of which he would appear to set great value.

4. I am informed by Major Elliot that nothing of importance passed on the occasion of his presenting to his Highness a copy of the Secretary of State's Despatch. The Rajah, although not entirely satisfied with the decision which has been arrived at, has been very much gratified by the gracious manner in which the orders of Her Majesty's Government have been conveyed, and by the kindly tone in which the Despatch of the Right Honourable the Secretary of State has been couched. He held the document in his hand for a long time after it was handed to him, and was most anxious to know whether it entirely corresponded with the newspaper version which had some time previously reached the palace.

5. His Highness appeared to be well pleased with the assurances which Major Elliot was able to give him on this point, and, having listened attentively to the explanations which he gave him in reply to his inquiries on the main feature of the Despatch, entered into conversation about his adopted son and other matters, and, having at length brought the interview to a close, is reported to have gone off to his office apartments and ordered the Despatch to be at once read out and translated to him.

Enclosure 7, in No. 3.

From *C. B. Saunders, Esq.*, Officiating Commissioner of Mysore, to His Highness Maharajah *Kristna Raj Wudayer Bahadoor*, Rajah of Mysore (No. 78); dated Bangalore, the 10th June 1867.

IN compliance with the instructions contained in the accompanying copy of a letter to my address from Sir William Muir, Secretary to the Government of India in the Foreign Department, I have the honour to communicate to your Highness the accompanying copy of a Despatch from Her Majesty's Secretary of State for India, No. 69*, dated the 16th of April, to his Excellency the Right Honourable the Governor General of India, conveying the orders of Her Majesty's Government in regard to the future disposal of your Highness's territories.

2. I have directed Major Charles Elliot, C.B., the officer in charge of the palace duties, to wait upon your Highness with this letter, and to state that I hope shortly to have an opportunity of paying my respects to your Highness, and of offering in person my warm congratulation on the gracious and favourable response which Her Majesty's Government has given to the application from your Highness, and which, I doubt not, will cause your Highness considerable gratification.

* See p. 46.

Enclosure 8, in No. 3.

From *C. B. Saunders*, Esq., Officiating Commissioner of Mysore, to Major *C. Elliot*, C.B., the Officer in Charge of the Palace Duties, Mysore; dated Bangalore, the 10th June 1867.

I HAVE the honour to enclose, for delivery to his Highness the Maharajah of Mysore, the accompanying letter to his Highness's address, giving cover to a copy of the Despatch from Her Majesty's Secretary of State, No. 69, dated the 16th of April 1867, which I have been directed to communicate to his Highness, and which conveys the orders of Her Majesty's Government in regard to the future disposal of the Mysore territory.

2. I annex for your information a copy of the letter which I have addressed to his Highness, and have to request that you will seek a personal interview with his Highness for the purpose of delivering the same, and will offer to him my warm but respectful congratulations on the present gratifying occasion of receiving from Her Majesty's Government so gracious and withal favourable a response to his application, and will further state that I trust before very long to have the honour of paying my respects in person to his Highness.

Enclosure 9, in No. 3.

From His Highness Maharajah *Sri Kristna*, in Canarese, to *C. B. Saunders*, Esq., Officiating Commissioner for the Government of my Territories (No. 79); dated Palace, Mysore, the 17th June 1867.

I HAVE to acknowledge the receipt of your letter, No. 78, of the 10th instant, forwarding, for my information, copy of a Despatch from Her Majesty's Secretary of State for India to his Excellency the Viceroy and Governor General relative to the future disposal of my territories, and to request that you will convey to his Excellency the Viceroy an expression of my appreciation of the consideration which has prompted so speedy a communication of the orders of Her Majesty's Government on a subject so nearly affecting my own happiness and interests and those of my subjects.

I shall await with anxiety the arrival of further promised communications on the subject of this Despatch, which in many respects has afforded me much gratification; and I need hardly add that it will give me immense pleasure to receive with thanks your congratulations on your approaching visit to Mysore, when I shall have an opportunity of acquainting you more fully with my feelings on this occasion.

Enclosure 10, in No. 3.

From the Secretary to the Government of India, Foreign Department, with the Governor General, to the Officiating Commissioner, Mysore (No. 704); dated Simla, the 16th July 1867.

HAVING laid before his Excellency the Right Honourable the Governor General in Council your letter, No. 90, dated 19th June, I am directed to enclose a khureeta for his Highness the Maharajah, which you will be pleased to present in a suitable manner to his Highness.

Enclosure 11, in No. 3.

Khureeta to His Highness Maharajah *Kristna Raj Wudayer Bahadoor*, Mysore, Grand Commander of the Most Exalted Order of the Star of India, Knight; dated Simla, the 16th July 1867.

You have already been apprised, by my instructions, of the views entertained by Her Majesty's Government in respect of the succession of your Highness's adopted son to the kingdom of Mysore; and I now beg to offer my congratulations to your Highness on the occasion.

I sincerely trust that the decision arrived at by Her Majesty's Government will conduce to your Highness's happiness and that of the people of Mysore.

The great point now to be aimed at is, that the best arrangements practicable be made for the proper training and education of your Highness's adopted son.

Thus, when your Highness's adopted son shall have arrived at man's estate, he may be fitted by ability and right dispositions to dispense to the people justice, and to maintain with dignity the exalted position he has been called to occupy.

To this end I trust that your Highness will afford the powerful aid of your assistance in furthering the suggestions and recommendations of the Commissioner, to whom I have already made known my sentiments on the subject.

I beg to express the high consideration I entertain for your Highness, and to subscribe myself,

(signed) *John Lawrence*.

Enclosure 12, in No. 3.

From *C. B. Saunders*, Esq., C.B., Officiating Commissioner for the Government of the Territories of His Highness the Maharajah of Mysore, to the Secretary to the Government of India, Foreign Department, with the Governor General, Head Quarters, Simla (No. 1949-52); dated Bangalore, the 2nd July 1867.

I HAVE the honour to acknowledge your No. 555, dated the 3rd ultimo, calling for the expression of my opinion on certain points connected with the education of the adopted son of his Highness the Maharajah of Mysore.

2. With reference to the first inquiry contained in your letter under reply, I have ascertained that the Rajah has, in talking over the subject, expressed on several occasions a wish that the education of the young Prince should not commence until after his next birthday, which will be in the beginning of 1868, as this arrangement will admit of the performance of several necessary religious ceremonies, such as his Moonjee, or investiture with the sacred thread, and his visits to certain large temples of reputed sanctity in the neighbourhood of Mysore, which would otherwise interfere with the regular progress of his studies if undertaken at a subsequent period.

3. As the adopted Prince is very young, I see no reason to recommend that his studies should be commenced at an earlier date than that suggested by his Highness, who will be anxious to be consulted on the subject; and during my approaching visit to Mysore, I shall take an opportunity of ascertaining more fully his wishes in the matter.

4. It is generally understood that his Highness does not wish the young Prince to be removed from Mysore, at least during his own lifetime, and I can hardly fancy that there would be any great necessity, at any rate not for some time to come, to insist on such a course in opposition to the Rajah's wishes, more especially as, at his tender years, the young child will be better under the immediate charge of his own mother than he would be elsewhere.

5. That portion of the Right Honourable the Secretary of State's Despatch which, while providing for the proper education of the young Prince under the superintendence of the Government of India, intimates that it should be carried on without separating him, more than is necessary, from those over whom he may hereafter be called upon to rule, appears to have given unqualified satisfaction, not only in the palace, but throughout the whole country.

6. Although, as I have before stated, I do not consider it to be necessary that the young Prince's education should be commenced until next year, I think that an experimental commencement should then be made in the first instance at Mysore; but, if the Rajah's life should last longer than it would be prudent and desirable, for the youthful Prince's welfare, that he should remain so near the influences of the zenana and corruptions of the Durbar, it would then, I deem, be incumbent upon the Government to remove him from Mysore, and in that case I consider that it would be desirable to transfer him to Bangalore, where his education could be carried on under the general control and supervision of the Commissioner for the time being. This course might be adopted three or four years hence, or on the demise of the present Maharajah, should that event occur at an earlier period. I do not, however, think it would be prudent to defer the measure to a later period, as the moral and intellectual training of the youthful Prince is not likely to progress very rapidly or satisfactorily within the precincts of the Mysore Palace.

7. I am decidedly of opinion that the Commissioner for the time being should be charged with the direct responsibility of supervising and controlling the education of the young Prince, and consider that it would be a mistaken policy to permit the appointment of a guardian and preceptor of the youth who should be in any respect independent of his authority, more especially as the Right Honourable the Secretary of State has in a measure guaranteed that the education to be given to him shall be suitable to his rank and position, and calculated to prepare him for the duties of administration; and has, moreover, with that object in view, desired that it should be suggested to his Highness the Maharajah that that education should be carried on under the superintendence of the Indian Government.

8. My opinion, with reference to the wish of the Maharajah, that Colonel Gregory Haines should be appointed the child's guardian, having been called for, I deem it right to state that no possible objection, on personal grounds, excepting, perhaps, on the score of age, could be entertained to the nomination of that much-respected retired officer to the post designed for him by his Highness and his European advisers, provided that it is intended and desired by the Government that the education of the young Prince should be carried on independently of the control of the Commissioner, and upon the responsibility of his Highness the Rajah.

9. I have never had the pleasure of meeting the above officer, who held the post of Superintendent of the Bangalore Division for many years during the late Sir Mark Cubbon's administration; but I am aware that few officers who have served in the Mysore Commission have established for themselves a higher repute for strict integrity and high principle, coupled with a manly independence of character, as well as for the hard-working and zealous discharge of their duties, than Colonel Gregory Haines; and I have
but

but little doubt that, if the present contingency of having to provide a suitable guardian for his Highness's adopted son had occurred 12 or 15 years ago, while Colonel Haines was still in the Mysore Commission, the late Sir Mark Cubbon would have selected that officer, in preference, perhaps, to any other, to discharge the duties in connection with that post in direct subordination to himself.

10. The case is now, however, very different. Colonel Haines, who is an elder brother of Major General F. P. Haines, now commanding the Mysore Division of the army, must be at present very nearly, if not quite, 60 years of age, having come out to India as an ensign in the year 1827, and it can hardly be expected that an officer of his time of life, and no longer a servant of the Indian Government, would, in the event of his being prevailed upon to come out to India to undertake the guardianship of the young Prince, ever consent to become directly subordinate to the local Government, or would, if necessary, act in opposition to the wishes of his Highness, to whose nomination he would, of course, primarily owe his position and status.

14. Under any circumstances, however, I am inclined to believe that the most hopeful expectation of success as regards the future welfare of the young Prince, and the imparting to him a sound and suitable English education, would be realised by getting out from England a young graduate of one of the Universities, carefully selected for the post of tutor. He should be an accomplished scholar, and a man of gentlemanly address, open manly character, and decided principles, and should, I conceive, be not less than 22 years of age, or more than 30, fresh from college, and sufficiently young to ensure greater influence over, and interest in, his charge, and to avoid, as far as possible, the necessity of a change during the progress of the Prince's education. On arrival in this country, which might with advantage take place at an early date, he should at once set to work to master Canarese and Hindostanee as a *sine quâ non*, to enable him to hold direct and familiar intercourse with the young Prince; and he should, in my opinion, be made directly subordinate to the Commissioner, who would be enabled during a period of either six months or one year of probation (as may be determined upon by Government) to form an opinion of his fitness for the work.

--- No. 4. ---

(Political.—No. 173.)

To His Excellency the Right Honourable The Governor General of India
in Council.

Sir,

India Office, London, 8 November 1867.

Para. 1. THE letter of your Excellency's Government (No. 25),* Foreign Department (General), dated 22nd June 1867, relating to certain proposals of Mr. C. B. Saunders, Officiating Commissioner of Mysore, with respect to the salaries of the European officers now employed in the Commission, has been laid before me and considered in Council.

* See page 5.

2. As Mr. Saunders is only temporarily presiding over the Mysore Commission, and as the question is one of considerable importance, I am desirous of waiting for an expression of the opinion, on these points, of Mr. Bowring, the Commissioner, who is about to return to India.

3. In the meanwhile, Her Majesty's Government are desirous that your Excellency in Council should take into consideration the best means of gradually increasing the strength of the Native Agency in Mysore. I have observed that, since the close of the administration of Sir Mark Cubbon, the European Agency and the general expenses of Government have been increased to an extent out of all proportion to the increase of the revenues, although these have been developed in a highly satisfactory manner. Her Majesty's Government do not desire that any sudden changes should be made. All such changes, to be advantageous to the people, must be gradual. But the opportunity which now lies before us in Mysore is one of which, both on special and on general grounds, advantage should be taken by the British Government to prove the sincerity of the frequent announcements made to the natives of India, that the British Government desire to give them a larger share in the administration of their country.

I have, &c.
(signed) *Stafford H. Northcote.*

— No. 5. —

(Political.—No. 188.)

To His Excellency the Right Honourable the Governor General of India in Council.

Sir, India Office, London, 23 November 1867.

* See p. 6.

Para. 1. I HAVE considered in Council the Letter of your Excellency's Government in the Foreign Department (No. 139),* of the 26th August last, regarding the disposal of the Mysore Trust Fund.

2. I concur with your Excellency's Government that the support of the Maharajah's relatives and dependants after his death (with which object the fund, now amounting to 34 lacs, was set aside) will be ensured by the continuation of the Raj of Mysore, in the person of his adopted son, on whom henceforth, as head of the family, the support of all family retainers, as well as of his adopted relatives, will devolve.

3. I approve of your proceedings in this matter.

I have, &c.
(signed) *Stafford H. Northcote.*

— No. 6. —

(Foreign Department.—Political.—No. 185.)

To the Right Honourable Sir *Stafford Northcote*, Bart., Her Majesty's Secretary of State for India.

Sir, Fort William, 23 December 1867.

† See page 12.

WITH reference to our Despatch (No. 140),† dated 26th August last, we have the honour to transmit, for the information of Her Majesty's Government, copy of a khureeta from his Highness the Maharajah to the address of the Governor General, expressive of his gratitude for the recognition of his adopted son as the rightful heir and successor to the throne of Mysore.

We have, &c.
(signed) *John Lawrence.*
W. R. Mansfield.
G. N. Taylor.
W. N. Massey.
G. U. Yule.

Enclosure in No. 6.

KHUREETA from His Highness the Maharajah of Mysore to His Excellency the Right Honourable Sir *John L. M. Lawrence*, Bart., G.C.B., G.C.S.I., Viceroy and Governor General of India, &c. &c. &c.; dated Palace, Mysore, the 6th September 1867.

YOUR Excellency's most welcome and friendly khureeta of the 16th June last was delivered to me on the 30th July by the Commissioner, and the gratification with which I received the enunciation of the views and decision of Her Majesty's Government, in respect to the succession of my adopted son to this ancient kingdom of Mysore, has been greatly increased by the cordiality of your Excellency's congratulations.

From this recognition of my just claims, and from the true sympathy and gracious regard so generally evinced by Her Majesty in the critical position of my affairs, I feel sanguine that my prayer for personal restoration will not be overlooked, but will eventually receive all the benign notice and liberal consideration of Her Most Gracious Majesty the Queen and of Her Ministers.

May I request the favour of your Excellency to be kind enough to convey to Her Most Gracious Majesty the Queen of England, to Her Ministers, and to those that are the advisers of this wise and universally very acceptable measure, the most unfeigned expressions of my grateful acknowledgments and warm appreciation of a concession agreeable alike to myself and my people.

Permit me to offer my hearty thanks for your Excellency's kind congratulations.

Your Excellency may rest assured of the anxious desire which I now share with your Excellency, and of which my own desire I duly communicated to your Excellency on the 24th April last, that my adopted son should receive all the advantages of a high education and proper training, so as to fit him to govern my country and its people with a superior wisdom

wisdom and justice; and when he shall have arrived at his majority, I fervently hope that the fruits of the care and tenderness with which his childhood shall have been watched and guided will make themselves apparent in the wisdom and justice of his rule.

It will be my duty to receive with much attention the communications from the Commissioner of your Excellency's sentiments on this important and pleasing subject.

Let me assure your Excellency that my dear son is still very young, but as soon as he comes of sufficient age, either for study or for training, I shall have the pleasure of again communicating with your Excellency on the necessary arrangements in connection with his education.

— No. 7, —

(Foreign Department.—Political.—No. 19.)

To Her Majesty's Secretary of State for India.

Sir,

Fort William, 5 February 1868.

WITH reference to our Despatch (No. 140),* dated 26th August last, regarding the appointment of a guardian for the adopted son of the Maharajah of Mysore, we have the honour to forward copy of a further communication from the Commissioner evincing that the Maharajah is anxious for the speedy settlement of the matter.

* See page 12.

2. We also forward copy of our reply, and would now request to be favoured with early instructions on the points raised in our original reference.

We have, &c.

(signed) *John Lawrence.*
W. R. Mansfield.
G. N. Taylor.
W. N. Massey.
H. M. Durand.
W. Muir.
H. S. Maine.

Enclosure 1, in No. 7.

From the Commissioner for the Government of the Territories of His Highness the Maharajah of Mysore to the Secretary to Government of India, Foreign Department, (No. 202); dated the 18th January 1868.

I HAVE the honour to submit copy of a letter (No. 5), dated 17th instant, from his Highness the Maharajah of Mysore, on the subject of the nomination of a guardian to his adopted son, and to solicit the instructions of the Supreme Government regarding his Highness's letter of 24th April 1867, forwarded with Mr. Saunders' letter (No. 10), dated 25th April 1867.

Enclosure 2, in No. 7.

From the Srikistna (in Canarese) to the Commissioner for the Government of my Territories, Bangalore (No. 5); dated the 17th January 1868.

ON the 24th of April 1867 I did myself the honour of enclosing to the then Officiating Commissioner a khureeta to the address of his Excellency the Viceroy and Governor General, requesting the favour of his Excellency sanctioning my nominating and appointing Colonel Gregory Haines as guardian to my adopted son; but as I have not as yet been favoured with any reply to my khureeta, I am desirous to know whether the Viceroy has sent any communication, or made known his sentiments to you, on this subject.

Enclosure 3, in No. 7.

From the Under Secretary to Government of India, Foreign Department, to the Commissioner of Mysore (No. 118); dated the 1st February 1868.

I HAVE to acknowledge receipt of your letter (No. 202), dated 18th ultimo, with copy of letter from the Maharajah of Mysore, regarding the appointment of a guardian for his adopted son.

2. In reply, I am to state that certain questions regarding the appointment of such a guardian have been referred to Her Majesty's Secretary of State, and a reply to the reference has not yet been received.

— No. 8. —

(Foreign Department.—Political.—No. 40.)

To the Right Honourable Sir *Stafford Northcote*, Bart., Her Majesty's Secretary of State for India.

Sir,

Fort William, 11 March 1868.

WE have the honour to forward, for the information of Her Majesty's Government, copies of the papers specified in the accompanying Abstract of Contents relating to various points connected with the future management of the Mysore territories.

We have, &c.
(signed) *John Lawrence.*
G. N. Taylor.
W. N. Massey.
H. M. Durand.
H. G. Maine.
John Strachey.

Enclosure 1, in No. 8.

From the Commissioner for the Government of the Territories of his Highness the Maharajah of Mysore, to the Secretary to the Government of India, Foreign Department (No. 5920-172); dated 23rd January 1868.

THE receipt of a copy of the "correspondence regarding the relative merits of British and Native Administration in India" induces me to lay before the Supreme Government certain observations regarding the future status of Mysore, and the system which may appear best adapted to secure good government, when the whole or a portion of the province is handed over to the youthful rajah.

2. The correspondence which has been printed appears to represent rather the opinions of the high European officials as to what the native community think, or ought to think, than the opinions of natives themselves, and one is involuntarily somewhat reminded of the fable of the picture of the lion and the man. Probably a native painter would not draw our rule in India in such favourable colours as a European artist; but as there appears to be a growing tendency at the present time in England to urge the Supreme Government to consult the prejudices of natives in all details of administration, I, for my own part, beg to demur to such an opinion being encouraged. It seems to me that the feeling indicated is not likely to be permanent, and that it is but the oscillation backwards of the very decided forward progress so strongly promoted by Lord Dalhousie, and that the Government should avoid either extreme. I believe that a little consideration will show that, had our Government in former days hesitated and stumbled over every obstacle for fear of treading on some prejudice of the natives of India, we could never have attained the position which we now occupy, and that we should have been fairly out of the country long ago. There can be no doubt that we hold India by force, and that behind our professions (which are, so far as the Government is concerned, perfectly sincere) of justice, we are sternly resolved not to base our occupation of the country simply on the good-will of the inhabitants. Having inscribed this resolution in deeply-cut characters, we do our best to administer a policy which ameliorates the material condition of the people, gives protection to life and property, and, so far as is practicable, consults their feelings and prejudices. In doing this, it must needs happen that we often run counter to preconceived ideas and traditional prejudices, and the question then arises whether we should give way to these, or persist in our own course in spite of them. The onward progress of the English race is pitted against the stagnant civilisation of a thousand years. Europeans look forward, and entertain, both in theory and in practice, opinions in favour of reform and constant advancement; while Orientals, on the other hand, are conservative, and desire no change in the customs transmitted to them by their ancestors. The former rely upon systematic action, and the latter are content with autocratic despotism. I have no doubt that our centralisation, which prescribes strict rules, and insists upon their observance, is not in accordance with native sentiments, as it leaves little latitude for individual ability, and because in its working it is often cumbrous and slow; but it has this great advantage, that the whole framework of Government and society does not depend upon the action of a single man, who, in the case of a rajah, may be supine, or, in that of a dewan, be incompetent. The somewhat complex system, again, which we follow, is no doubt frequently distasteful and galling to the native mind; but it does not admit of gross and undisguised oppression, such as one sees in purely native states. I know, as a fact,

a fact, that many intelligent natives are strongly imbued with a sense of the superior security obtained under our rule, and that with all its defects, that is, the rigidity of the system, the inferiority of some of the officers employed by our Government, and their occasional want of appreciation of the requirements of our native subjects, there is an honest desire to act justly and impartially, and to protect the people from oppression; whereas in a native state everything depends upon the caprice of one man.

3. The greatest security that we can give to the welfare of the people of a native state, and also to the permanence of the dynasty of its rulers, is, in my opinion, to assimilate its administration, as far as practicable, to that in force in our own territory, relaxing the stringency of our legislative Acts, if necessary, according to circumstances, but still preserving their essential shape, so as to establish a fixed system of government which shall not be subject to the vagaries of any individual. To adopt the opposite course, that is, to let matters drift into the ancient "Moghalai,"* as it is called in Southern India, where the caprice of an individual seeks to set aside all rule, and to act according to its own ideas of justice, appears to me to be fraught with danger, alike to our supremacy and to the well-being of the people of the state concerned. The nearer the approach, therefore, to our own system of government, the greater will be, in my opinion, the stability of the native state; while, on the other hand, the greater the identification with old customs, of which the supremacy of one man is the cardinal point, the larger will be the risk run, and the less our control over the real welfare of the state.

4. The people of Mysore are, I believe, sincerely desirous of seeing a native dynasty on the throne; but I feel sure that all the intelligent classes would regard with disfavour and great apprehension the irresponsible action of any rajah uncontrolled by the advice, and, if need be, by the authority of a British Resident. It should be our earnest desire to educate the young chief in such a manner as to make him fully conscious that the existence of his state will depend upon his prudent and wise administration of it; and I think that the Resident hereafter should have full power given to him to interfere authoritatively should his advice be neglected and contemned.

5. In the early days of the present Maharajah the Resident was prohibited from interference, except by salutary counsel, and the consequence was that his advice was despised, and the greatest tyranny practised in despite of the Resident. It is to be hoped that the future rajah will be so brought up as to recognise his responsibilities, both to the people confided to his rule and to the British Government; but I would nevertheless not trust too much to his own appreciation of his position, and I think that our Government is bound, in the interests of the people whom it has so long protected, to see that adequate precautions are taken against any abuse of arbitrary power on the part of the rajah. During the early administration of the present Maharajah, long before he was out of his teens in fact, the vessel of the state was hopelessly shattered on the rock of extravagance. Money was recklessly squandered right and left, frequently on most undeserving individuals, and lands were given away lavishly on rent-free tenure, sometimes from charitable, but often from unworthy, motives; and when the finances began to fail, and the surplus funds accumulated by the Dewan Poorniah were exhausted, recourse was had to the practice of farming out tracts to the highest bidder.

6. The recollection of these abuses is not yet extinguished, but it is to be hoped that the young rajah will benefit by a superior education, such as was denied to the present chief, and that such scandals will not recur to the manifest disgrace of his Government and our own. But the task before us is no easy one, and I cannot disguise from myself that to secure for the future the content and tranquillity which at present prevail, and to place the administration on a firm basis, and yet to make it manageable by a purely native agency, will be no child's play. The object in view is, however, one of the greatest importance, and I consider that the Government should give its best attention to forming such a system as will admit, while avoiding unnecessary interference, of our controlling the actions of the future rajah, and taking adequate security for his administering wisely the trust reposed in him.

7. It will be observed, from what I have said above, that I am not in favour of reverting to the system of administration which was for so long a period in force in Mysore under the able guidance of Sir M. Cubbon. I believe it was excellently adapted to the circumstances under which we assumed the Government of the province, when all was chaos, and disorder and anarchy prevailed everywhere, because great power was given by it into the hands of a few well-selected officers, and gross tyranny and injustice were promptly checked. But I believe it will be admitted by all who are acquainted with the internal working of the machinery of the Government, that, as time crept on, and agriculture and trade revived, there was much that was defective in the working of the system. Admitting that, in the early state of things, a superintendent could, unaided, successfully manage a division of 7,000 or 8,000 square miles, containing more than twenty talooks, with a tehsildar in each, it may be inferred that his supervision

must

* A state of things where there is no organised system of administration.

22 CORRESPONDENCE RELATING TO THE RE-ESTABLISHMENT

must have been very superficial, and that much of the real power lay in the hands of the subordinate native officials. If the superintendent was a man of ability and energy, he undoubtedly had the means of doing much good, and I believe did it; but system there was little or none, and, as in many branches of the administration, and in revenue matters in particular, but few rules were prescribed for guidance, the subordinate officials could not well be censured for not observing what did not exist. It was, consequently, a matter of frequent occurrence that an official revised a case already decided by his predecessor, and reversed his decision. Most officers of individual energy enjoy the feeling of possessing almost unchecked control, and of carrying out their own views; but I do not think that it is to the advantage of a settled and well-organised government to suffer any officers, however able and energetic, to exercise such authority. A really first-rate man in such a position has great scope for benefiting the people confided to his care, but an inferior man will fall into the hands of designing officials, and, having no rule to guide him, will fail signally. A man of talent and energy may possibly be permitted to work without rule, but not so the mediocre man, who may, however, do well enough if he works according to definite orders and under a settled system.

8. The successful results of Sir M. Cubbon's administration were such as could not have been attained by a native agency working it, and I have no hesitation in saying that, under such a system, had the European officers upon whose energy and ability the whole fabric rested been suddenly removed, and had the administration been then restored to native rule, the whole structure would have collapsed at once, and the former "Moghalai" have become again rampant. In fact, European officers were appointed in 1834 because the trial that had been previously made of a purely native agency proved a complete failure.

9. It appears to me, therefore, that our main object should be to establish an efficient mode of government in Mysore suited to existing circumstances, and to train up gradually a staff of well-selected native officials competent to discharge the functions of district officers, and of most other posts now filled by European officials.

10. Before, however, referring further to this question, I shall proceed to contrast the existing system with that which prevailed for so many years in Mysore under Sir M. Cubbon, omitting altogether any mention of the antecedent government of the Maharajah, which was utterly bad and thoroughly corrupt. Nothing need be added, however, to the condemnation passed on it by Sir T. Munro, Lord W. Bentinck, and Sir Mark Cubbon in his Report for 1854-55. I purpose glancing at the subject under the heads of Finance, Revenue, Justice, Public Works, &c., and in doing so I shall endeavour to keep myself as free as possible from prejudice, being conscious that there must be many defects in any system of administration; that what looks well on paper frequently fails in practice; and that the less sanguine one is in India of attaining success, the greater the chance of the stability of a government.

Finance.

11. In respect to the system of keeping the public accounts, I may remark that up to the year 1862 the native method was followed, and since then, one in accordance with that prescribed for all parts of British India. The native system was sufficiently accurate as a record of facts and results, but it was cumbrous and complex in working; neither did it forecast the income and expenditure of each year, nor admit of a speedy and effectual audit and check of periodical outlay. The practical control exercised from head-quarters was confined to the yearly compilation of the returns received from the divisional superintendents. Great economy was practised in all departments of the State, and the expenditure was reduced to a minimum, the salaries of officials being extremely low, while large numbers were entertained in accordance with native practice. But the great rise in prices, which took place in the years which followed the Mutiny, made it impossible for the lower class of officials to live on their pay. They were, in fact, starving, for a common coolie labourer had far better wages than talook peons and men of that grade, and an increase to their pay was unavoidable. I believe this was done as economically as possible, because great reductions were made in the number of employes, and the increase of expenditure in consequence was but slight. Formerly pensions were not given, except under rare and exceptional circumstances, but in 1864 the Supreme Government enjoined the observance of the Pension Rules. I observe, however, that the Pension List is rapidly increasing, and I think it questionable whether, with advertence to the future, pensions should be given on the same terms as in Her Majesty's territory. The system is foreign to native institutions, according to which, on an official becoming superannuated or incompetent, he was displaced, and an appointment given to his nearest relative. Accounts are now received regularly from all the talooks in Canarese in the offices of the deputy superintendents, while the latter submit English returns to the Account Department with precision and dispatch. The old talook accounts were heavily burdened, as I can testify from personal inspection of most of them, with old unadjusted advances and deposits, all of which have been cleared off; so that I believe the existing state of the Mysore accounts will, in respect to method, prompt delivery, and speedy check, bear comparison with those of any in India. I do not think it would be advisable or practicable to effect any material change in the system, for the substitution of Canarese for English can be made with facility hereafter, whenever this may be called for. I shall refer subsequently to the pay of the higher officials, and the

the cost of the department of Public Works, the Revenue Survey, &c., my object in this place being simply to compare two systems of accounts. I should, as I have said, be sorry to see any change in the present method of keeping them, which I regard as one of the strongest points of the administration now in force.

12. In purely revenue matters several important reforms have been effected tending to protect the interests of the cultivating classes, while a great many restrictions on trade have been removed. It is difficult to contrast the existing system of conducting revenue business with that which preceded it, for there was, in fact, no procedure whatever previously. The simple rules prescribed in June 1864, of which a copy was submitted to Government with my letter, No. 742-29, dated 21st June 1864, had in view merely the orderly dispatch of business, the speedy decision of cases, and the submission of monthly returns from all courts to the Commissioner's Office. There was no pretence to draw up a revenue code, and it is generally admitted that the rules referred to have simplified work and checked litigation. In all other respects the district and divisional officers have the same latitude of action that they enjoyed before, and with the single exception that the returns from the lower courts might be submitted in Canarese instead of in English, there is nothing to prevent exactly the same reports being sent in monthly to a Native Government, while a copy might also be furnished to the Resident. The summary jurisdiction of the revenue courts is undoubtedly preferred to the more tardy, albeit more complete, investigation of the civil courts, and I am quite in accord with the principles advocated in this respect by Sir M. Cubbon, namely, that, so far as possible, all questions relating to land should be kept out of the latter. Complaints against the action of the revenue courts, except in ordinary appeals, are rare, and as pleaders have been discouraged, the existing system of procedure is in all respects such as a Native Government would follow. As a matter of convenience, 12 years' occupation by a cultivator has been recognised as giving him a title which prevents his being ousted summarily. This ruling is not in accordance with native practice, but its justice will, I think, be admitted. Sir Mark Cubbon, again, advocated the grant of yearly puttahs, because the custom was supposed to put a check upon fraudulent village accountants, and because it was thought that the interests of the cultivators would be best consulted by bringing them face to face yearly with the Superintendent. I believe, however, that these assumptions were fallacious, and it will at once be apparent that it was impossible for any officer, however able and energetic, to inquire yearly into the exact status and holding of each of the thousands and thousands of puttahdars who appeared before him; puttahs have therefore been confirmed for five years, or until the Revenue Survey and Settlement Department shall issue fresh ones.

13. Sir M. Cubbon often adverted to the desirability of introducing a proper survey into Mysore, but though this was dimly shadowed forth, no steps were taken to set one on foot till 1863. My reasons for introducing what is called the Bombay Survey, were, 1, that the Government revenue, where it had been introduced, always rose afterwards; 2, that a great amount of additional land was in consequence brought into cultivation; and, 3, that this system of survey and settlement had never been known to break down. Up to the present time nearly the whole of the Chittledroog district has been surveyed, and a great part of it assessed, while I cannot call to mind that I have heard a single valid complaint against the establishment. I regard this department with great interest and satisfaction, for, although it is undoubtedly expensive owing to the number of European officers engaged in supervising the details, its benefit to the country cannot be over-estimated, especially when it is remembered that its leases of 30 years will effectually protect the ryots from the chance of being oppressed by over taxation by the officials of the future Rajah.

14. Inam holdings in Mysore are still on an unsatisfactory footing. So long ago as 1831 it was proposed to examine them, and the late Sir M. Cubbon would appear, from the tenor of many of his orders, to have contemplated some investigation into them; but it was not till last year that a separate establishment was formed for this express object. The inquiry will last a long time, but the rules which have been laid before Government have been carefully considered, and it is believed that the result will be profitable to the State. Hereafter, it appears to me doubtful whether the Rajah should be permitted to alienate land, except with the approval of the Resident.

15. The last point of importance in the revenue system is that of sayer or customs. A vast number of trifling items of customs, which were simply vexatious or repressive of trade, were swept away at an early period by Sir M. Cubbon, and all duties on the absolute necessities of life were abolished. In 1859-60, however, there still remained 54 heads under which customs were levied. These were then reduced to 24. In 1864-65 a further reduction was made, leaving only 10 items in the customs list, since reduced to eight. These successive relaxations may be regarded as parts of the same system, viz., of relieving trade and agriculture alike of all hurtful imposts, and I do not believe that there is anyone in the province who would challenge their justice or expediency. The Supreme Government, however, went further, and directed the abolition from 1st January 1865 of all exports and imports without giving any compensation such as I recommended. I ventured to suggest that an inland State like Mysore, which is foreign territory, has a perfect right to levy frontier duties, and that, if in the interests of British India, the relinquishment of these is insisted upon, the Mysore Government has as good a claim to compensation as those internal States of the Zollverein in Germany which gave up their

frontier customs on condition of sharing in the port dues of the coast border. As Mysore has lost heavily in consequence of the instructions adverted to, I think justice demands that adequate compensation should be given. The income from customs was as follows :—

									Rs.
In 1863-64	-	-	-	-	-	-	-	-	11,13,859
„ 1864-65	-	-	-	-	-	-	-	-	10,76,703
„ 1865-66	-	-	-	-	-	-	-	-	8,88,699
„ 1866-67	-	-	-	-	-	-	-	-	6,60,783

from which the Supreme Government will observe how much the revenue under this head has fallen off. In fact, so great was the decrease, that I was obliged, two years ago, to revise and reduce greatly the sayer establishments, throwing the duties of collection on the talook officials.

16. The above are the innovations which have been made in the previous system of revenue administration, and I leave it to the Government to decide whether they were unnecessary or objectionable. I freely admit the extra expense entailed by the employment of additional officers in the survey and the inam inquiry, but I think it will be allowed that the expenditure was justified.

17. No change has been made in respect to the position of European planters in the province, nor do I conceive that any is necessary at present, though it may hereafter be desirable that the British Government should exact from the Rajah a stipulation that their holdings shall not be interfered with. They all of them hold puttahs (there are now 205 on the register for different estates, of which one person sometimes possesses two or three), and it would seem sufficient to specify that these shall be respected and have the same validity as title deeds given in Her Majesty's territory. I do not consider that there is any justifiable cause for apprehension as to their being treated otherwise than fairly by a Native Government, especially when a Resident is attached to the court of the Rajah.

Justice.

1. Civil Justice.

18. Dividing this department into the four branches of 1, civil justice ; 2, criminal justice ; 3, police ; 4, gaols ; I have the honour to submit the following remarks upon its present state, premising that, besides the intrinsic difficulty of the subject of civil and criminal judicature, there is a wide difference of opinion between various competent judges as to the comparative success of the existing and former systems, and, indeed, as to the feasibility of securing the observance of every code of judicial regulations by a native agency when uncontrolled by European officers. In the Rajah's time the custom of the country may be said to have been the only substantive law, but after the assumption of the administration by the British Government some rules were framed, based upon the regulations and procedures in force in our own territory, and altered and adapted from time to time as circumstances demanded. A pamphlet called "Circular Orders to Civil Courts," printed in 1860, contains a somewhat heterogeneous collection of circular instructions, issued between 1834 and that date, regarding jurisdiction, the conduct of suits, decrees, appeals, punchayets, stamps, fees, and fines, &c. As regards the lower courts, those, namely, of amildars, the previous system was modified and revised in 1863, and the rules at that time prescribed have worked fairly enough, and could probably with some alterations be adapted also to superior courts. Those of 1834 were certainly an innovation, and Sir M. Cubbon in his Report of 1838 showed that during the Rajah's time no attention was paid to justice, the only vestige of a regular tribunal being the semblance of an Adalat Court, with a procedure copied from Madras. In fact, justice was a *tabula rasa*, and whatever system now exists, or was introduced after 1831, was, as I have said, an innovation, probably only partially adapted to the native mind ; and although I believe the present procedure to be tolerably clear and intelligible, I could not vouch for the continuance of it, or of any other system under a Government conducted on purely native principles. I do not believe, however, that a simpler procedure than that now followed could be introduced with facility, and if the Resident is furnished with half-yearly Returns, it may be practicable to ensure some adherence to fixed rules.

19. Certain classes of natives are fully alive to the benefits of a sound system of civil justice, and I do not think that the trading classes of Mysore are less intelligent than those elsewhere, or that they would in these days be content with arbitrary decisions based on no rule or procedure. Apart from this, I may observe that the cruder any judicature is, the easier is it for the wealthy and unscrupulous to make it subservient to their own ends, and hence the cry often heard that common sense and simple rules are all that is required. The simplicity of such a rude system is, however, illusive, the real simplicity being often that of the judge, who is hoodwinked by designing native subordinates, who prepare a decree for his signature. Such was not uncommonly the practice with some of the former superintendents when the serishtadars in the Judicial as well as the Revenue Department abstracted a case and summed up the facts for the decision of the European officer.

20. This leads me to the question of employing pleaders who have recently, on their qualifications being certified to, been freely admitted to practise by the Officiating Judicial Commissioner, not without numerous complaints on the part of the subordinate officers. On the one hand, it is urged that such trained advocates foster litigation, and protract the duration of cases to the detriment of other and equally important work ; on the other,

other, that they act as a salutary check upon indolent officers and upon the intrigues of that class of public officials who intervene between the judge and the suitor. It appears to me that there is truth in both views, but that, having regard to the substitution hereafter of a purely native agency for that now employed, it will be desirable to restrict pleaders to the courts of special appeal, where points of law, and not matters of fact, are at issue. Native judges are probably not so liable to be misled as to the merits of a case as European judges; but even admitting this, I think it will be necessary to constitute separate judicial courts, as recommended in paragraph 59, so as to relieve the amildars of talooks of some portion of the heavy work which now presses on them.

21. Amildars at present must write the grounds of their decisions themselves, which is, I consider, a decided improvement on the former practice.

22. The Stamp Act, though complete in itself, is generally considered to be too voluminous, while the rates imposed in accordance with its provisions are thought to be too heavy.

23. Of all parts of the existing civil judicature, the Small Cause Court at Bangalore may be considered the most satisfactory in the eyes of the public in regard to the promptness and justice of its decisions; but as its high reputation entirely depends upon the qualifications of the judges, who have been selected with great care, any deviation from the principle of nominating a European officer to one at least of those posts would be fraught with mischief, and endanger the character of the court. I doubt whether courts with such summary jurisdiction would work well in a purely native administration, and therefore I do not advocate their extension to the province generally.

24. The Registration Act has been in operation for so short a period that I am unable to offer a reliable opinion about it. It is said to have worked fairly, but I doubt whether it would continue to do so in a native State when not supervised by European officers.

25. It will be seen from the observations I have made that the essential difference between the elementary principles of justice vaguely followed by a native State, and the technical and complex system introduced by us, is, that the one depends upon the personal character and influence of the judge, and the other upon a somewhat over-refined codification and procedure. There are, undoubtedly, flaws to be found in both; but, although I have little expectation that the Rajah hereafter will appreciate the steps taken to assimilate civil justice in Mysore to that in force in Her Majesty's territory, I should be unwilling to let matters drift back again into their archaic simplicity or anarchy.

26. Since the Penal and Criminal Procedure Codes have been introduced into the province, criminal justice is conducted in the same manner as in British territory; but there are some obstacles in the way of working the latter code efficiently, which I shall presently notice. The logical reasoning, precise definitions, and accurate classification of the Penal Code have been of immense service in instructing the native officials of the province as to what is a crime and what is its proper punishment. It has been studied with avidity by hundreds of them, and I believe its provisions are tolerably well known; but much industry and study are necessary to master its numerous definitions, and I question whether, in a native State, the officials vested with magisterial powers would strictly abide by it.

27. In regard to the Criminal Procedure Code, though it has been useful in curtailing the extreme latitude and license formerly possessed to a dangerous extent by various judicial officers, I cannot say that I think it works altogether satisfactory. There are two main reasons for this: one is that the magistrates of Her Majesty's districts in the Madras Presidency have received instructions to report to Government before acting on a Mysore warrant.* The Advocate General was of opinion that a treaty would be necessary to effect the desired end, and the Madras Government then issued the orders referred to, which, although I believe they have been silently ignored by some Madras magistrates more anxious to further justice than to throw uncalled-for impediments in the way, have nevertheless seriously thwarted the efforts of the Mysore magistrates to suppress crime.

* See my letter, No. 4402-178, dated 1st January 1866.

28. The other reason is, that the Criminal Procedure Code assumes the existence of a properly organised police, which we do not possess; nor do I well see how we can secure this benefit so long as a large force of irregular cavalry, costing eight lakhs per annum, is maintained. If the six regiments of Mysore horse, comprising 2,100 troopers, were reduced by one-half, we should have a sufficient margin to admit of the construction of a strong police force resembling that in Her Majesty's territory. I say "resembling," because it would still want one main element of success, the supervision, namely, of European officers, through whose energy and influence alone could an effective system of patrolling and reporting on crime be carried out. Such an officer has been appointed for the Bangalore District, but solely because the great Bangalore Cantonment is its centre, and here an efficient police system is being carried out, though even for this single district a reduction of nearly 300 men is required in order to restrict the expenditure on the new force to that on the existing body of police. On this model some improvements may

3. Police.

be introduced into the other districts; but, failing the active superintendence of European officers, the prospects of success are not great. As regards the Silladar horse, I may remark that the strength to be kept up by treaty is nominally 4,000 men, but for all purposes of internal defence and show, 1,000 troopers would probably suffice; and it is a matter for consideration whether the retention of a large body of horsemen in a native State is a source of strength or weakness to our Government.

29. The Barr or Mysore Infantry are an extremely serviceable and well-behaved body of men, and as they are scattered all over the province in small parties detailed to gaols, treasuries, and various public offices, they have their hands full, and, in fact, perform all the duties undertaken by the police at head quarters in Her Majesty's territory.

4. Gaols.

30. In respect to gaols, very great improvements have been effected during the last three years under the orders of the Judicial Commissioner, and the Bangalore Central Gaol is probably equal to any gaol of the same class elsewhere in India; but an attempt to imitate the English system of making gaols profitable so as to repay by in-door labour the whole or the greater portion of the expenditure on them, does not appear to promise much success, except possibly where large bodies of prisoners are brought together. It is well known that in native States but little attention is paid to gaol economy, that outdoor labour is generally enforced, and that the expenditure on convicts is reduced to a minimum. The present outlay on gaols in this province aggregates under all heads 1,77,852 rupees, and though I should be unwilling to make any changes which would have a detrimental effect on the interior discipline and economy of the Mysore prisons, I am conscious that a native chief would think the charges mentioned very heavy, and would probably seek to relieve his exchequer by emptying the gaols as much as possible. Except in regard to the outlay, there can be no doubt that an immense improvement has been effected in gaol management.

Public Works.

31. I now come to the Public Works Department, which, I fear, must be considered as the least satisfactory part of the present system, inasmuch as it works in some respects independently even of the local Government, which exercises the functions of the Rajah, and it cannot, therefore, as now constituted, be possibly superintended by a native agency.

32. When the magnificent idea of forming a Public Works Department for all India was conceived by Lord Dalhousie, sufficient care was not taken in Mysore to adapt it to the requirements of the country and the feelings of the people; and as it undertook to carry out all works previously under civil officers, and even, in some instances, declined assistance from them, the natural result was that the department began to be regarded with disfavour and hostility by the officials of the province. This feeling spread when it was found that it had undertaken far more than it could accomplish satisfactorily, that the expense of establishments was enormous, and that a good deal of the work done was inferior to what was turned out previously. The opposition to it was headed by the Rajah, who found his fifth share curtailed in consequence of the heavy expenditure in this department.

33. The hostile feeling engendered was fomented partly by the revenue officers not being always consulted as to the preparation of irrigation projects, and partly by the appointment of a Controller in direct correspondence with the Supreme Government, through the Controller General, irrespective of the local administration. Now I do not intend to decry the merits of the Public Works Department, which, in many respects, have been of great service to the country, nor do I consider that *vox populi* is always *vox Dei*, but I think it necessary to disabuse the Government of the idea that they may possibly entertain, that the Department of Public Works has conferred the greatest benefit upon Mysore, and that the people are becoming grateful. Such is by no means the case, and notwithstanding the talent and energy of many of the officers attached to it, the skill that had been brought to bear on the preparation of projects, and the perfect system of accounts which it offers for their admiration, I fear the people are ungrateful enough not to appreciate these supposed advantages, and to sigh for the return of the system which prevailed prior to the constitution of the Public Works Department in 1856.

34. If it is asked why this is, and why the local administration does not properly support the department, and carry it triumphantly over all difficulties and objections, the answer is, that the results achieved by it do not invariably justify such a course, were it, indeed, feasible, which it is not. When the natives see accounts well kept and work badly done, they naturally ask what is the good of your accounts if you cannot do the work better than we did it before? If the Public Works Department, on the other hand, is blamed for the faulty construction of a talook cutcherry, the reply is that the establishment is insufficient for proper supervision. If, again, a work, such as the Muddoor Anicut, is carried to completion, it is found, after the prescribed time and estimate for its execution have both been exceeded, that the project is so expensive that it does not yield even four per cent. on the outlay. I beg to state that I am not drawing upon my imagination as regards faulty works or heavy outlay, but the reason I assign for these defects is as follows:—

35. The system was in a great measure unsuited to a native State, and as it was introduced

duced without any modifications adapting it to a country where there are many thousand small works of irrigation, it was not unnatural that the officials should regard the innovation with opposition.

36. In 1862-63 an attempt was made to retrace our steps to some extent by putting all minor works under the civil officers again; but while we were doing this on the one hand, the Controller, on the other, was put in direct communication with the Supreme Government through the Controller General, as I have above stated.

37. I give the greatest credit to the chief engineers, who have carried on work under so many difficulties, but I feel assured that the system must be modified, and especially with advertence to the future of the country. If the establishment on its present footing were doubled, the work would not be much better done failing the active support and co-operation of the native officials; while it is evident that financial, if not political, reasons preclude the employment in the province of numerous additional European officers for purposes of supervision.

38. The main point for consideration is, however, that the system now in force can never be worked by a native agency. It appears to me essential to reorganise the department, assigning to revenue officers the construction of all ordinary civil buildings and the repairs of all tanks, and reserving for the professional department only such projects as may demand engineering skill, together with construction and repairs of all roads not borne on the plough tax (local) fund. A money limit for minor works, such as is now in force, though convenient, does not accurately meet the object in view. I have no reason to think that the revenue officers, with the establishment and resources at their disposal, cannot undertake all tank repairs, which are the ever-recurring want of the province, while I feel sure that the work can be done more economically by them than by the Public Works Department. Indeed, whatever may be the comparative merits of the two systems, it is obvious that it will be impossible to keep up a gigantic department which cannot be worked and supervised in its details by native officials.

39. It will no doubt be advisable to maintain a chief engineer with an assistant for accounts, and a certain number of executive and assistant engineers; but I do not think it necessary to retain the whole of the existing establishment, which now costs (in 1867-68) 3,87,608 rupees on a budget of 18,69,000 rupees, viz.: 1. Direction, 45,400 rupees; 2. Construction, 3,11,948 rupees; and 3. Accounts, 30,260 rupees. I do not object to the expenditure under the first head for "Direction," comprising the chief engineer and his assistant, and their respective officers, but I am of opinion that the assistant should be controlled also. I believe that these officers will at all times be required, even if the State is managed by a native agency.

40. It is under the head of "Construction" mainly that reduction seems feasible. There are at present—

	Yearly.
	Rs.
8 Executive Engineers, costing	- - - - - }
8 Assistant - ditto - ditto	- - - - - }
24 Upper Subordinates	- - - - -
28 Lower - ditto	- - - - -
40 Temporary ditto	- - - - -
	Rs. 1,75,200

in addition to offices and other petty establishments, which, with travelling allowances and contingent charges, make up the total to 3,11,948 rupees. From this must be deducted half the charge of the Public Works Establishments under the revenue officers provided for in the Public Works budget, the other moiety being paid from the plough tax (local) fund. These establishments, exclusive of writers in English and the vernacular, aggregate, for the eight districts of the province, eight surveyors, costing 8,160 rupees and 34 maistries, costing 9,420 rupees respectively yearly, or 17,580 rupees in all, of which half is provided in the Public Works budget. These small establishments do relatively far more work than the larger establishments of the Public Works Department, and although I do not assert that their work is better or more carefully checked than that of the latter when it is properly supervised, I have little doubt that it is far more economical, and that to reorganise these establishments with a view to the future is what is really needed.

41. I purpose submitting to the Government a proposal for remodelling the Public Works Department in a shape which may enable it to work more harmoniously with the revenue officers. The main features will be that the chief engineer will be secretary to the Commissioner or Resident, with an assistant to control the accounts; that there shall be one executive engineer (uncovenanted hereafter if possible) for each of the three divisions as professional adviser to the superintendent, in lieu of the eight executive engineers now borne on the list; that there shall be one assistant engineer for each of the

28 CORRESPONDENCE RELATING TO THE RE-ESTABLISHMENT

eight districts, to hold the same position relatively to the deputy superintendent or district officer that the executive engineer does to the superintendent; all these assistant engineers to be hereafter uncovenanted if possible; that the present establishment of upper and lower subordinates shall be reduced by at least one-half, and that the remaining half be retained solely for roads and other works immediately under the chief engineer; and that, instead of 34 maistries for irrigation and other works under the revenue officers, there shall be 83, so as to admit of every talook having one of these useful officials, who under the former system were the principal agents in repairing the damage annually caused to the tanks of the province. If there were any class of native civil engineer competent to undertake the duties now performed by executive and assistant engineers, I should gladly propose to substitute them, but I do not foresee any probability of our securing the services of such persons.

42. I annex in juxta-position the existing establishments and those proposed by me:

PRESENT AS PER 1867-68 BUDGET.	YEARLY.	PROPOSED AS PER 1867-68 BUDGET.	YEARLY.
	Rs.		Rs.
8 Executive Engineers, costing Rs. 65,784 -	98,736	3 Executive Engineers (1—1,250; 1—900; 1—750, maximum rates) - - - -	34,800
8 Assistant ditto, Rs. 32,952 - - -		8 Assistant Engineers (4—400; 4—300) - - - -	33,600
24 Upper Subordinate, Europeans - - -	41,664		
28 Lower - ditto - ditto - - -	15,600	12 Upper Subordinates (2 Supervisors at Rs. 200; 2 First Grade Overseers at Rs. 100; 4 Second Grade ditto at Rs. 80; 4 Third Grade ditto at Rs. 60) - -	13,920
40 Temporary ditto - ditto - - -	19,200	Under Chief Engineer.	
½ Share of Revenue Public Works Establishments - - - -	8,790	14 Lower Subordinates (4 Sub-Overseers at Rs. 60; 4 ditto at Rs. 40; 6 ditto at Rs. 25) - - -	6,660
		Under Revenue Officers.	
		8 Surveyors (2 at Rs. 100; 2 at Rs. 80; 4 at Rs. 70) - - -	7,680
		83 Maistries or Sub-Surveyors (20 at Rs. 40; 20 at Rs. 30; 43 at Rs. 25) - - - -	29,700
	Rs. 1,83,990		Rs. 1,26,360

In addition to the actual saving on pay, there would be, if this arrangement is approved, a further additional saving in respect to travelling allowances and other contingent charges, which are heavy when Europeans are extensively employed. Further details will be given when I address the Government specially on the subject.

43. I may observe that it will not be possible to adhere strictly to the provision of the Code, which in several respects is not applicable to a native State; but, so far as practicable, it should be followed as a guide, the Commissioner or Resident being authorised to modify it when absolutely necessary.

Forests.

44. The Forest Conservancy is under the orders of the Government of India, a branch of the Public Works Department; but I do not think it will be desirable to retain it any longer on this footing, and I recommend its being again placed under the immediate superintendence of the revenue officers. I do not wish to press the adoption of this course till the inspector of forests shall have pronounced an opinion on the subject; but if the system of accounts can be simplified and brought within the control of the ordinary Account Department, and periodical returns can be furnished for the information of the State, I do not perceive any valid objection to the conservancy as a separate department being dispensed with. It is the opinion of the superintendents that sufficient accuracy and uniformity have been attained to admit of the forest operations being carried out under the district officers. The forest income in the 1867-68 estimates is 3,91,460 rupees, and the charges are 1,39,954 rupees; of which 74,250 rupees are for conservancy and working, and 65,704 rupees for establishments; of the latter item, 25,500 rupees is on account of salaries and travelling allowances of European officers.

Education.

45. The Educational Department does not, I consider, require revision, except in regard to the inspectors of schools (2), who might be natives; but I do not advocate any immediate change in this respect. One English school for each district head-quarters and a good Government Canarese school in each talook will suffice for the present. We have now superior schools at Bangalore and Mysore; each of the other district stations has an Anglo-Vernacular school; and of the remaining 75 talooks, 29 have been supplied with vernacular schools, namely, in 1861, one; in 1862, one; in 1863, five; in 1864, three; in 1865, 10; in 1866, seven; and in 1867, two. Funds are not forthcoming to push on education more rapidly, and I entertain grave doubts whether it is expedient to give too great and sudden an impetus to English education, as many of the young men who acquire a superficial smattering of English have most exaggerated ideas of their own wisdom and claims on Government; and, if they do not at once obtain good appointments and good pay, become discontented. They, in fact, disdain the work and position of their fathers,

fathers, and though not able to guide their own course, have influence enough to misguide others. Among the class of modern officials now being brought forward there are many pretentious young men who have little respect for the authority of any one, from the Secretary of State downwards, and while the glitter of their tinsel accomplishments misleads many to suppose them to be highly educated and superior persons, the older and more deeply-read officials regard them with distrust. I think it is wiser and safer to give the natives of the country a sound education in their own language than to lead them to think that a slight acquaintance with English is the door to Government employment.

46. Having laid before the Government my views regarding the principal departments of the administration, I now proceed to make certain suggestions as to the future composition of the Commission in its higher branches, with a view to carrying out gradually the instructions of the Secretary of State communicated in your letter No. 2167, dated 21st ultimo, which was received by me since I commenced this letter. The existing strength of the Commission is as follows, comprising 57 European and 17 native officers, or 74 in all. The five special appointments mentioned in paragraph 55, are not shown here:—

DESIGNATION.	EUROPEAN.	NATIVE.	TOTAL.
A.—Commissioner - - - - -	1	-	1
B.—Judicial Commissioner - - - - -	1	-	1
A.—Secretary - - - - -	1	-	1
B.—Military Assistant - - - - -	1	-	1
A.—Deputy Accountant General - - - - -	1	-	1
B.—Superintendents - - - - -	3	-	3
D.—Deputy Superintendents - - - - -	7	1	8
D.—Assistant Superintendents - - - - -	14	13	27
D.—Probationary ditto - - - - -	2	-	2
A.—Medical Officers - - - - -	4	-	4
A.—(1) Judges, Small Cause Court - - - - -	1	1	2
A.—Cantonment Magistrate - - - - -	1	-	1
A.—Superintendent, Central Gaol - - - - -	1	-	1
F.—District Superintendent of Police - - - - -	1	-	1
C.—Survey and Settlement Commissioner - - - - -	1	-	1
C.—Deputy Superintendent and Assistants, Survey - - - - -	7	-	7
E.—Conservator of Forests - - - - -	1	-	1
E.—Assistants ditto - - - - -	3	-	3
C.—Inam Commissioner - - - - -	1	-	1
C.—Assistants ditto - - - - -	1	2	3
A.—Director of Public Instruction - - - - -	1	-	1
D.—Inspectors of Schools - - - - -	2	-	2
A.—Principal, High School - - - - -	1	-	1
TOTAL - - -	57	17	74

47. The letter A. is attached to those posts which must, in my opinion, be retained in the hands of European officers, even when the country is eventually handed over to the youthful Rajah. The list comprises the resident (commissioner), secretary, deputy accountant general, medical officers (3), judges, small cause court (1), cantonment magistrate, superintendent central gaol, director of public instruction, and the principal of the high school, or 11 persons in all. A resident and assistant resident or secretary will always be required. A treasury officer will, I believe, also be needed, but I am not prepared to say that he should be of the grade of a deputy accountant general. It is obvious, however, that unless the Madras bank can undertake all the duties now appertaining to the commissioner's Hoozoor Mysore treasury, a European officer will be wanted, and as he must be located at Bangalore instead of at Mysore, where the resident will probably be posted hereafter, a separate officer will be required in addition to the assistant resident. Of the four medical officers now attached to the commission, the two at Bangalore and one at Mysore must be retained; the fourth at Shimoga will not be required. Of the small cause court judges at Bangalore, which has (cantonment and pettah inclusive) a population of 100,000, one should certainly be a European. The cantonment magistrate of this large station must also be a European officer. The superintendent of the central gaol, containing 1,000 prisoners, must be a European, but the duties might, perhaps, be conducted by an uncovenanted officer under the cantonment magistrate, instead of by a commissioned medical officer, as at present. This would effect some saving. The director of public instruction and the principal of the high school should both, I consider, be European gentlemen, whether Mysore remains a native State or not.

48. The letter B. is attached to those posts which must, in my opinion, be maintained on their present footing until the young Rajah attains his majority, and they should all be filled by European officers. They consist of the judicial commissioner, the military assistant, and the three superintendents of divisions, or five in all. Hereafter the duties of superintending the judicial administration, now entrusted to the judicial commissioner,

30 CORRESPONDENCE RELATING TO THE RE-ESTABLISHMENT

may be performed by a special court of native judges to be selected from the most experienced officials of the province. Such duties as appertain to the military department in connection with the Resident can hereafter be performed by his assistant; but at present the military assistant has the general superintendence of the Government troops, consisting of six regiments of cavalry, each 300 strong, and of four regiments of infantry, each 500 strong, and comprising altogether a force of 4,500, inclusive of native officers and other grades. The three superintendents of divisions who have the powers of commissioners in the revenue, and of civil and sessions judges in the judicial department, must be retained till the country is handed over to the Rajah. They will be required till then, partly as safety-valves, and partly to train up the several native officials in the various departments of executive administration. When the time arrives for handing over the administration, the places of these officers, whose duties correspond closely with those of the former foudjars, may be taken by the most experienced among the native deputy superintendents.

49. The letter C. is attached to appointments of a temporary or abnormal character, comprising the survey department and the Inam Commission. The survey department, being conducted on the Bombay system, is supervised entirely by European officers; but its operations are temporary, and it is to be hoped that the work will be out of hand before the Rajah attains his majority. It will be necessary to increase rather than diminish this department, which now contains eight officers. In the Inam Commission, which is also of a temporary nature, there is a European Commissioner, and there are three assistants, of whom two are natives. The European assistant can be dispensed with, leaving the Commissioner with three native assistants. There will, consequently, be still 12 appointments under letter C., but as I have remarked, being of an abnormal character, they do not properly come within the limits of the question under consideration.

50. Letter D. is attached to those appointments which may be filled altogether by native officials, viz., eight deputy superintendents, 29 assistants, and two inspectors of schools, or 39 in all. At present we have one native deputy superintendent and 13 native assistants. Of the 16 European assistants, nine are on the lower grade of 500 rupees a month. Having regard to the views expressed by the Secretary of State, I consider that it would be preferable to remand these officers to their regiments than to allow them to remain in the Commission with no hopes of ultimate advancement. They are not likely to work heartily without such a prospect, while, if they remain and are promoted, I foresee great difficulties in carrying out any scheme for introducing a native agency. Those European assistants who remain in the higher grade of 600 rupees may be allowed to compete with native officials for vacancies among the deputy superintendents, and I would promote them alternately with the latter. Should there be any European officers of the grade of deputy superintendent and assistant superintendent left when the province is made over to the Rajah, they should, in common with the superintendents, be removed. All new appointments from the present time should be exclusively of natives. The two inspectors of schools might be natives if qualified individuals can be found. It will be observed, from what I have said, that the whole of the 39 appointments under consideration may be filled eventually with natives; but I strongly advocate holding out no illusive hopes to the junior European assistants, as I feel sure that disappointment and indifference will be the result, whereas a great incentive will be held out to native officials by following the course indicated by me.

51. Under letter E. are the appointments of the Forest Conservator and his assistants. It is generally believed that the executive work of this department could now be carried on efficiently by the civil officers, and that, with some simplification of the present rules, the department, as a separate agency, will not be required. The local account department will be able to determine what accounts must be furnished by the superintendents of divisions for the information of the Mysore Government, and the Hoozoor Duffer, or Head Revenue Office, will be able to control forest operations generally. I have therefore entered these appointments as susceptible of abolition.—See ante, paragraph 44.

52. Under letter F. there is one appointment, that, namely, of superintendent of police for Bangalore, which is somewhat anomalous. It is a post which can only be filled by a European officer satisfactorily, and I propose to leave it on its present footing, subject to future discussion, when the question of the sovereignty of Bangalore is decided.

53. Summing up the above proposals we have—

1. Under A., or appointments held by Europeans, to be maintained after the young Rajah is installed	11
2. Under B., or appointments held by Europeans, to be maintained till the Rajah attains his majority	5
3. Under C., or temporary (9 by Europeans, 3 by Natives)	12
4. Under D., or appointments to be filled eventually (but gradually in the higher grades) by native officials	39
5. Under E., or appointments to be abolished	4
6. Under F., or an appointment held by a European, subject to modification hereafter	1
TOTAL	72

The

The addition of one medical officer under A. (which may not be required hereafter) and of one small cause court judge, also under A., make up the total number of 74 given above.

54. I believe that the explanation which I have given is sufficiently clear to enable the Home Government to decide upon the retention by European officers of the several appointments indicated, and I have given the details with precision, so that there may be no valid ground for a general allegation that native officials do not receive sufficient support and encouragement. The reasons for the retention of European officials in any post where their services seem indispensable have been assigned by me without any reserve.

55. Connected with the Commissioner's office are the following special appointments held by natives :—

1. Head Serishtadar (formerly Dewan).

2. Furryad Bukshee.

3. Khuzana „
4. Anché Bukshee.

5. Barr „

The first of these is the chief native revenue officer in the province, and takes the place formerly occupied by the Rajah's dewan. The second is the head of the complaint department, which receives petitions on every subject in all branches of the administration. The third is the head treasurer of the province, who has also the control of all disbursements made to stipendiary chiefs. The fourth is the Provincial Postmaster General. The fifth is the head of the military department, under the immediate orders of the military assistant. These departments are of long standing, and will no doubt be always maintained.

56. It is unnecessary for me to enter into a detailed explanation of office establishments attached to the several appointments indicated in paragraphs 46-55, it being unlikely that any immediate change could be with advantage. Hereafter the English branch of the offices in the province may be curtailed, but not at present.

57. Neither does it seem to me expedient to make any alteration in the pay of the several offices under consideration, except in respect to the posts entered under heads D. and E. The latter would cease altogether. As regards those under the former head D., I beg to submit a statement of existing allowances and those which I think may be prescribed, on the assumption that all the posts under the above head are eventually filled by natives, and that the present division of the provinces into eight districts is adhered to.

PRESENT.			PROPOSED.		
		Rs.			Rs.
8	2 Deputy Superintendents, at Rs. 1,500 - - -	3,000	8	2 Deputy Superintendents, at Rs. 1,200 - - -	2,400
	3 Ditto - - at Rs. 1,200	3,600		2 Ditto - - at Rs. 1,000	2,000
	3 Ditto - - at Rs. 1,000	3,000		4 Ditto - - at Rs. 800	3,200
29	1 Assistant Superintendent, at Rs. 700 - - -	700	32	4 Assistant Superintendents, at Rs. 600 - - -	2,400
	7 Ditto - - at Rs. 600	4,200		4 Ditto - - at Rs. 500	2,000
	14 Ditto - - at Rs. 500	7,000		8 Ditto - - at Rs. 400	3,200
	3 Ditto - - at Rs. 400	1,200		16 Ditto - - at Rs. 300	4,800
	4 Ditto - - at Rs. 300	1,200			
2	1 School Inspector - -	500	2	1 School Inspector - -	300
	1 Ditto - - - -	350		1 Ditto - - - -	200
	Rs.	24,750		Rs.	20,500

58. The salaries mentioned by me are ample for natives hereafter. The advantages will be, first, a saving of 4,250 rupees monthly; secondly, a positive numerical gain of three additional assistants; and thirdly, that as natives rarely fall sick in the same proportion as Europeans, we shall have in all probability at least eight more assistants than are now, or ever have been since the revision, actually available for duty. At the present moment one deputy superintendent is absent on privilege leave, and eight assistants are also absent, six of whom are on sick leave to Europe. I have allowed four assistants for each district, but one of these will be required for the Bangalore small cause court, as at present.

59. With this number of assistants it will be quite feasible to organise separate judicial courts at convenient points in each district under the orders of the deputy superintendent, to whom appeals would lie, and the small charges of establishment, which would cost, at the existing rate of a native assistant's establishment, 261 rupees monthly, would be met, for 16 such courts, out of the saving of 4,250 rupees above mentioned.

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The other 16 assistants would provide two officers for the revenue and treasury work of each of the eight districts, and the judicial assistants might be allotted in the following proportion :—

Bangalore - - 3*	Shinoga - - 2	Colar - - 1
Mysore - - 3	Toomkoor - - 2	Hassan - - 1
		Cudoor - - 1
		Chittledroog - 1
6	4	4 = Total - 14

The above provides a margin for two assistants absent on sick or privilege leave.

60. So long as any European officers remain in the Commission, I do not propose, in their case, any reduction in their present emoluments, but on vacancies occurring, to which either Europeans or natives may be nominated, questions will arise as to the salary to be enjoyed by them should a European officer be selected. I need scarcely point out that 800 rupees is as good pay to a native as 1,200 rupees to a European, and this matter should be duly considered when occasion arises.

61. I must apologise for intruding at such length on the attention of the Supreme Government (though it is probable, indeed, that I have left unnoticed many important points), but I have been anxious to state the whole case as completely as possible; in doing which I have given my own views unreservedly, so that there may be no misapprehension either as to the facts, or as to my own opinions. I shall, of course, do my best to carry out any instructions which I may receive when the Supreme Government and the Right Honourable the Secretary of State have fully weighed all that I have ventured to lay before them.

Enclosure 2, in No. 8.

From the Officiating Secretary to the Government of India, Foreign Department, to the Commissioner of Mysore (No. 205); dated 26th February 1868.

I HAVE received and laid before the Governor General in Council your letter (No. 5920-172) of the 23rd ultimo, regarding the future management of the Mysore territories; and I am now directed to communicate the following orders and observations in reply thereto:—

2. While concurring in much that you bring forward, his Excellency in Council still observes that there is some difficulty in making anticipatory arrangements or prospective adjustments, in preparation for the transfer of the administration to the adopted heir of the Rajah. In many points of view it is desirable to keep everything in the same working order as at present. As the time draws nearer, and as the state of affairs becomes riper for practical consideration, there will be better opportunity than at present for settling many points in the administrative re-adjustments, for determining what sort of posts should remain in European hands, and what transferred to natives, and the like.

3. With the above general reservation, I am now to touch on various points in your letter in the same order as that observed by you.

4. It is not necessary to follow you in the arguments put forward in your first and second paragraphs which relate to general topics not essentially pertaining to a specific matter like that under discussion now. His Excellency in Council deems it sufficient to remark that British rule leaves ample scope and latitude for individual exertion, as is evidenced by the varying quality of the different administrations in India.

5. His Excellency in Council hardly shares the belief expressed in your 4th paragraph to the effect that the mass of the people of Mysore really care about seeing a Native dynasty on the throne. But his Excellency in Council fully agrees with you in deeming that hereafter the British Resident should possess some effective means of ensuring a general observance of the advice he might have to tender to the Rajah's Government.

6. Your paragraphs 5 to 10 inclusive relate to points which are now matters of history, and do not not require further advertence here.

7. In your 11th paragraph you advert to the Pension Rules which have been declared applicable to Mysore. On this point I am to refer you to this Office Letter (No. 50) of the 28th ultimo, deciding the question raised. The native system, which is apparently recommended, to some extent at least, by you, is not, in the opinion of his Excellency, calculated to work well; and is not actually satisfactory in those native States where it exists.

8. In

* Including Small Cause Court Judge.

8. In your paragraph 12, it is explained that "twelve years' occupation by a cultivator has been recognised as giving him a title which prevents his being ousted summarily." This ruling appears to his Excellency in Council to be perhaps too broadly stated, and will require further consideration. It would seem preferable that the several cases should be treated on their merits with due regard to the usage of the neighbourhood.

9. The favourable testimony recorded in your 13th paragraph to the merits of the revenue survey is regarded by his Excellency in Council with satisfaction.

10. In reference to your 14th paragraph, his Excellency in Council concurs with you in the opinion that even hereafter the Rajah should not be allowed to alienate land, except with the approval of the Resident.

11. In your 15th paragraph you revert to a subject which had been previously discussed, namely, the relinquishment of the customs duties on the frontiers of Mysore. Hereon I am directed to refer you to this Office Letter (No. 315) of the 7th October 1864, which has definitely set this question at rest. The Government of India could not then, and cannot now, admit any claim on the part of the Mysore State for compensation for the abolition of these duties, which were in their nature very objectionable. Against the fiscal loss to Mysore, as pointed out by you, may be set the great improvement in the other revenues of Mysore, partly the result of the direct management of the British authorities, and partly the result of this very abolition whereby trade was freed from restrictions.

12. The title deeds which have been given to the European planters, as described in your 17th paragraph, will of course be respected just as if they had been given in British territory.

13. The restrictions which you propose in your 20th paragraph to put on the admission of pleaders appear to be proper.

14. The objection urged in your 22nd paragraph to the stamp law, seems not to require notice here, inasmuch as it relates to a general question. Mysore must of course be content with the same law in this respect as the rest of India.

15. The same remark applies to the objection urged in your 24th paragraph to the Registration Act. His Excellency in Council would consider that if this law shall have been found to work well for the rest of India, it should be maintained in Mysore.

16. The same principle holds good in regard to the Penal Code and the Criminal Procedure. This remark is made in advertence to your 26th paragraph.

17. The difficulty noted in your 27th paragraph, respecting the delays in acting on Mysore warrants in the Madras districts, is one that requires special and separate report, which you are requested to be good enough to make in due course.

18. In your 28th paragraph you propose to improve the organisation of the police; and to find the means financially of doing so, by reducing the Silladar Horse from 2,100 to 1,000 men. It might possibly be thought from this paragraph that the 2,100 men and the 4,000 are separate bodies. But this, it is believed, is not really the meaning. The old Silladar Horse, 4,000 strong, was reorganised and reduced to its present strength of 2,100, see "Aitchison's Treaties," Vol. V., page 125. So far as the treaties go, there clearly appears to be no objection whatever on that score to reducing these men further to the strength of 1,000 as proposed by you. And perhaps that number might be sufficient for purely police purposes. But his Excellency in Council apprehends that there would be political objections to the execution of such a measure of reduction. The service is doubtless a popular one; and, like the native cavalry on the irregular system, affording employment for a class of men of some social consideration, who would have hardly any other way of gaining a livelihood, and whose discontent might, under certain circumstances, be dangerous. This is borne out by the fact of their having clung so steadfastly to such a service on what were, until lately, starvation rates of pay. Further, there is, to some extent, a military question involved in this matter. From this point of view it may be doubtful whether a thousand men would suffice for so extensive a country as Mysore. But on this point you will hereafter be furnished with instructions after consultation with the military department to which this portion of your report will be referred.

19. At present it suffices to state that the best plan will be for you to report separately on the future police force for Mysore, showing what the cost, and strength, and rates of pay, at present are, and what you would propose instead. But I am to remark that this is just one of those points wherein the circumstances of Mysore may justify a difference from the practice which now prevails in British territories. It is by no means necessary that the British police organisation should be introduced into Mysore, or that there should be anything like a military element, or that military officers should be placed in charge of police districts. The police in Mysore can be retained under the direct control of the district magistrates, and managed by well-paid and respectable native officials.

20. Your paragraphs 31 to 43 inclusive relate to the Public Works Department. These, too, involve what are really general questions. It is presumable that the British Government

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Government is devising, and will devise, the best system attainable under the circumstances of India. If that be so, the system which is good for India will be good for Mysore also. It may not always be possible to follow implicitly the opinions, however valuable, of the civil authorities on the organisation of a professional department. You appear to consider that the professional aid available in the province is more than is really required. In most parts of India there is an opposite complaint that the professional aid available is not sufficient. However, these paragraphs of your report will be referred to the Public Works Department, to which you can make separately such remarks as you think fit, and from which you can receive instructions.

21. The Governor General in Council is not yet prepared to adopt the proposal in your 44th paragraph for placing the forest operations under the civil officers, and would prefer that you retained the system, so advantageously adopted in many parts of India, which combines professional forestry on the one hand, with local supervision of the civil officers on the other.

22. In reference to your paragraph 45, relating to education, I am directed to refer you to this Office, No. 200, of the 1st instant, whereby you were requested to prepare a scheme for extended education in the vernacular.

23. Your paragraphs 46 to 60 inclusive, relate to the offices and appointments, present and prospective, of the Mysore Commission. Much of what is urged is doubtless correct. Much again may best be left for determination as the period of change shall arrive.

24. It seems sufficient here to remark that no European officers now serving in Mysore need be removed. They are welcome to remain in their present appointments if they choose. But it will be desirable to refrain from appointing any junior European officers at the bottom of the list; as vacancies occur they can be filled up by natives who will gradually rise to the positions now filled by European officers.

25. I am to conclude by observing that even when the period of transfer shall come, the change will have to be introduced very gradually; for the lapse of some years would have to be awaited before a native Government in Mysore could be entrusted with uncontrolled power, even under the guidance of a Resident.

Enclosure 3, in No. 8.

From the Officiating Secretary to the Government of India, Foreign Department, to the Military Department, Office Memorandum (No. 206); dated the 26th February 1868.

THE undersigned has the honour to forward to the Secretary in the Military Department extract copies of paragraph 28 of a letter from the Commissioner of Mysore, and of paragraph 18 of this Office Letter, No. 205, of this date, in reply thereto. The Governor General in Council, in this department, remarks that it seems doubtful whether it would be politically expedient to reduce the Silladar Horse below 1,500 sabres, and even then such reduction would have to be carried out very gradually.

2. The undersigned is also directed to invite attention in the Military Department as to whether, when the Madras cavalry was reduced in strength, it was not contemplated that in emergency the British Government should be enabled to count on the services of the Mysore Horse. If so, this would be an argument against reduction.

(signed) *R. Temple,*
Officiating Secretary to the Government of India.

— No. 9. —

(Foreign Department.—No. 2.)

To the Right Honourable Sir *Stafford Northcote*, Her Majesty's Secretary of State for India.

Sir,

Fort William, 14 March 1868.

HAVING received, demi-officially, information of the very precarious state of the Maharajah of Mysore's health, we have thought it expedient to furnish the Commissioner of his Highness's territories beforehand, with instructions for his guidance in the event of the Maharajah's demise.

2. Copies of our instructions to Mr. Bowring, and of the draft of a Proclamation he has been authorised to issue on the occasion, are forwarded for the information of Her Majesty's Government.

We have, &c.
(signed) *John Lawrence.*
G. N. Taylor.
W. Massey.
H. M. Durand.
H. S. Maine.
John Strachey.

Enclosure 1, in No. 9.

COPY of a Letter from *L. Bowring*, Esq., C.S.I., to the Private Secretary to His Excellency the Viceroy and Governor General; dated Bangalore, the 22nd February 1868.

MAJOR ELLIOT, the Superintendent of Ashtagram, in a letter of yesterday's date, writes as follows:—

"The Rajah has been *far from well*. We sent one day for Dr. Campbell, under the apprehension that he was near his end, and yesterday he was so weak and nervous that he gave directions regarding some of his property and relatives, supposing himself to be dying. He has had an obstinate hiccup at intervals for some time, and it came on in increased force yesterday. I will not therefore go very far out of the way, and hold sessions at Fraserpett instead of Mercara, as from all accounts I cannot but think he is in a very precarious state."

For the last three months the Rajah's health has been bad, and, as I do not perceive any decided signs of amendment, I fear that at his great age (74) the chances of his recovery are but slight.

Enclosure 2, in No. 9.

EXTRACT from a Letter from *L. Bowring*, Esq., C.S.I., Commissioner of Mysore, to the Private Secretary to His Excellency the Viceroy and Governor General; dated Bangalore, the 24th February 1868.

LOOKING to the possibility of the Rajah's demise, I am anxious to know whether I should be justified in notifying to the people of the province that the administration will be carried on in the name of the adopted son, Maharajah Chamrajendra. The point is one of great importance, and I should, of course, not issue any such notice without distinct orders. Some notification, however, will be required, and it might be well for the Foreign Department to send me instructions how to act.

Enclosure 3, in No. 9.

(Foreign Department.—Political.—No. 240.)

From Sir *Richard Temple*, K.C.S.I., Secretary to the Government of India, to *L. Bowring*, Esq., C.S.I., Commissioner of Mysore; dated Fort William, the 6th March 1868.

Sir,

IT being understood that his Highness the Maharajah of Mysore is suffering from an illness from which his recovery is doubtful, and it being desirable that you should be furnished beforehand with instructions as to how to proceed in the event of his Highness' decease unfortunately occurring, I am directed by the Viceroy and Governor General in Council to transmit instructions accordingly.

2. The draft is herewith forwarded of a proclamation which should be issued, after the Maharajah's demise, for the information of the chiefs and people of the territories of Mysore. You will perceive that at present there is to be no general change in the administration, and you should inculcate this on all concerned.

3. The young Maharajah should be treated personally as successor to the late Maharajah. Due care should be taken of the property of the Maharajah, and suitable arrangements regarding the palace and household should be made, and, if necessary, should be reported separately. A reference, regarding the tuition of the young Rajah under European supervision, has been made to the Secretary of State. Further orders on this subject, if required, can be communicated to you hereafter.

4. It is not requisite now to enter on the preparation for the change that would occur on the transfer of the government to the Maharajah hereafter, inasmuch as whatever there is to say on this subject has been said in this Office Despatch (No. 205) of the 26th ultimo, to which I am directed to refer you.

I have, &c.

(signed) *R. Temple*,
Secretary to the Government of India.

Enclosure 4, in No. 9.

DRAFT of PROCLAMATION.

His Excellency the Right Honourable the Viceroy and Governor General in Council announces to the chiefs and people of Mysore the death of his Highness the Maharajah Kristna Raj Wudayer Behadur, Knight Grand Commander of the Most Exalted Order of the Star of India. This event is regarded with sorrow by the Government of India, with which the late Maharajah had preserved relations of friendship for more than half a century.

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His Highness Chamrajendra Wudayer Behadur, at present a minor, the adopted son of the late Maharajah, is acknowledged by the Government of India as his successor, and as Maharajah of the Mysore Territories. During the minority of his Highness the said territories will be administered in his Highness' name by the British Government, and will be governed on the same principles and under the same regulations as heretofore.

When his Highness shall attain to the period of majority, that is, the age of 18 years, and if his Highness shall then be found qualified for the discharge of the duties of his exalted position, the Government of the country will be entrusted to him, subject to such conditions as may be determined at that time.

By Order of His Excellency the Right Honourable the Viceroy and Governor General in Council.

Enclosure 5, in No. 9.

SERVICE MESSAGE.

From Calcutta, dated the 31st March 1868.

From Viceroy to London.—To Secretary of State.

MAHARAJAH of MYSORE died on 27th instant. All reported quiet. The ladies and servants assured of protection. The proclamation provided in anticipation of such an occasion read out in Bangalore. Chamrajendra Wudayer Bahadoor, the adopted son declared Maharajah. The people have been informed that the administration is to be managed for the present in the same way as heretofore.

(True copy.)

(signed) *H. Le Poer Wynne,*
Under Secretary to the Government of India.

— No. 10. —

(Foreign Department.—Political.—No. 64.)

To the Right Honourable Sir *Stafford Northcote*, Bart., Her Majesty's Secretary of State for India.

Sir,

Fort William, 24 April 1868.

* See page 34.

IN continuation of our Despatch,* dated 14th ultimo (No. 2), and with reference to the telegram to your address, dated 31st idem, reporting the death of his Highness Kristna Raj Wudayer Bahadoor, G.C.S.I., Maharajah of Mysore, we have now the honour to forward, for the information of Her Majesty's Government, copies of papers, specified in the accompanying Abstract of Contents, containing particulars connected with the event, and showing the measures adopted in consequence.

We have, &c.

(signed) *John Lawrence.*
H. M. Durand.
H. S. Maine.
J. Strachey.

Enclosure 1, in No. 10.

TELEGRAM, dated 28th March 1868.

From the Commissioner of Mysore to the Secretary to the Government of India, Foreign Department.

"MAHARAJAH died at 11 o'clock last night. Regiment from French Rocks arrived at Mysore and occupied fort gates. All is quiet. Valuable property sealed up, and ladies and servants received expression of condolence and assurance of protection. Viceroy's proclamation read out in the presence of all the troops in garrison and the people of Bangalore. Copies forwarded to all districts by express."

Enclosure 2, in No. 10.

TELEGRAM, dated 30th March 1868.

From the Commissioner of Mysore to the Secretary to the Government of India, Foreign Department.

"ALL continues quiet at Mysore. I purpose proceeding there in a couple of days, and it would doubtless be gratifying if I am permitted to convey to the young chief the condolence of his Excellency the Viceroy on the demise of the Maharajah."

Enclosure 3, in No. 10.

TELEGRAM, dated 31st March 1868.

From the Secretary to the Government of India, Foreign Department, to the Commissioner of Mysore.

"YOUR several telegrams about the demise of the Maharajah received. Your arrangements are approved. Present to the Maharajah, and to the family, the Viceroy's condolences and good wishes."

Enclosure 4, in No. 10.

No. 325, dated 30th March 1868.

NOTIFICATION by Government of India, Foreign Department.

HIS Excellency the Right Honourable the Viceroy and Governor General of India in Council announces with sorrow the death, on the 27th of March, of his Highness Krisna Raj Wodiar Bahadoor, G.C.S.I., Maharajah of Mysore, a prince who from his earliest years had lived in friendship and connection with the British Government in India. In accordance with the sanction of Her Majesty's Government, his Highness Chamrajendra Wodiar Bahadoor, the adopted son of the late Maharajah, has been recognised and proclaimed as Maharajah of Mysore in virtue of the proclamation hereto appended. The Maharajah being now a minor, the government and administration of the territories of Mysore will, during his Highness's minority, be conducted under the direction of the Commissioner, in the same manner as heretofore. And all matters relating to the Maharajah's household, and to the due protection in comfort and dignity of the family, will be regulated by the same authority. The conditions under which the Government of Mysore will be entrusted to the Maharajah will remain for consideration at the time when his Highness shall arrive at the proper age.

Enclosure 5, in No. 10.

PROCLAMATION by the Government of India.

HIS Excellency the Right Honourable the Viceroy and Governor General in Council announces to the chiefs and people of Mysore the death of his Highness the Maharajah Krisna Raj Wodiar Bahadoor, Knight Grand Commander of the Most Exalted Order of the Star of India. This event is regarded with sorrow by the Government of India, with which the late Maharajah had preserved relations of friendship for more than half a century.

His Highness Chamrajendra Wodiar Bahadoor, at present a minor, the adopted son of the late Maharajah, is acknowledged by the Government of India as his successor, and as Maharajah of the Mysore territories.

During the minority of his Highness, the said territories will be administered in his Highness's name by the British Government, and will be governed on the same principles and under the same regulations as heretofore.

When his Highness shall attain to the period of majority, that is, the age of 18 years, and if his Highness shall then be found qualified for the discharge of the duties of his exalted position, the government of the country will be entrusted to him, subject to such conditions as may be determined at that time.

By order of his Excellency the Right Honourable the Viceroy and Governor General in Council.

(signed) *R. Temple,*
Officiating Secretary to the Government of India.

Enclosure 6, in No. 10.

From the Commissioner for the Government of the Territories of his Highness the Maharajah of Mysore, to the Secretary to the Government of India, Foreign Department (No. 7335-244); dated 28th March 1868.

I HAVE the honour to report, for the information of his Excellency the Viceroy and Governor General in Council, that his Highness Maharajah Kristnaraj Wodiar Bahadoor, O.G.C.S.I., Rajah of Mysore, expired last night about 11 o'clock.

2. The Government are aware that his Highness has been ailing for some time past, and that serious symptoms showed themselves about a month ago, which led me to feel some anxiety about his recovery. It was supposed, however, that he had rallied, and the daily offering of sacred rice which had been sent to him from the temple of Nunjungode, in the vicinity of Mysore, was discontinued.

3. On the 23rd instant, however, he had a relapse, which took the form of repeated and violent vomiting and purging, accompanied by extreme prostration. The limbs were also

also greatly swollen, and a severe hiccough aggravated the symptoms. The original illness appeared to consist in a swelling on the neck, attended by hiccough, which at the time caused some alarm, and was no doubt the forerunner of his Highness's approaching dissolution. While, on the one hand, his great age caused apprehension, on the other, his wonderfully rigorous constitution gave some hope, and it was not till the morning of yesterday, the 27th, that his death seemed imminent. At dawn it was reported that he had expired; a little later that he was still alive. Life was preserved during the day, but his Highness gradually sank, and expired about 11 o'clock at night.

4. The death of this aged prince, who was open-handed and generous in disposition, and who had many amiable and personal qualities, will I am sure, elicit the sympathy of his Excellency the Viceroy and Governor General in Council, and will be a cause of sincere mourning to many hundreds of his dependents who subsisted on his bounty.

5. In accordance with arrangements previously made in concert with me, the Superintendent, Major Elliot, who was absent, was hastily summoned to Mysore, and arrived there on the night of the 26th, the date preceding his Highness's death. The regiment at the French Rocks was sent for, and arrived at Mysore shortly after the Maharajah's demise. The fort gates were occupied, and sentries posted at all the palace entrances. Measures were taken to seal up jewels, valuables, and public records, and an assurance was given to the ladies of the zenana and the Maharajah's dependents that they would receive every consideration.

6. The Proclamation received from your office was read out by me this afternoon in the presence of all the troops of the garrison, and such officials and leading people as could be summoned on so short a notice. Copies have also been forwarded by express to each district, with directions to the Deputy Superintendents to distribute them in Canarese at once to all the talooks, so that the people of the province may be speedily informed of the gracious intentions of Her Majesty's Government. I beg to append a copy of the Proclamation, which is headed by one from the Commissioner.

7. It would be premature at present to discuss future arrangements connected with the young Maharajah, the zenana, and the palace establishments, and I therefore content myself with soliciting the approval of his Excellency the Viceroy and Governor General in Council of the measures hitherto taken.

Enclosure 7, in No. 10.

PROCLAMATION.

THE Commissioner for the Government of the Territories of his Highness the Maharajah of Mysore publishes, under instructions received from his Excellency the Viceroy and Governor General of India in Council, the accompanying Proclamation for the information of the people of the province.

The Commissioner is assured that all classes, official and non-official, will participate with him the deep regret with which he has received the sad news of the demise of his Highness Maharajah Krisnaraj Wodiar Bahadoor, G.C.S.I., the Rajah of Mysore, whose friendly allegiance during a long course of years has been frequently recognised by Her Majesty's Government, and whose princely generosity and kindly qualities in private life had won for him the grateful esteem of all those who had the good fortune to enjoy his acquaintance.

In accordance with the orders received from the Viceroy and Governor General of India in Council, the Government of the Territories of Mysore will be carried on in the name of his Highness Maharajah Chamrajendra Wodiar Bahadcor, Rajah of Mysore, to whom will be rendered all the honours and respect hitherto paid to the late Maharajah. The administration of the province will be conducted by the British Government on the same principles and under the same regulations as heretofore.

All persons who, by reason of consanguinity or service, were dependent on the late Maharajah will receive full consideration according to their several positions, and may rest assured of the protection of the Mysore Government.

In token of respect for the memory of the late Maharajah, the Commissioner directs that all public offices throughout the province be closed, except for urgent business, for the space of three days.

Bangalore, 28 March 1868.

(signed) *L. Bowring,*
Commissioner of Mysore.

Enclosure 8, in No. 10.

PROCLAMATION by the Government of India.

His Excellency the Right Honourable the Viceroy and Governor General in Council announces to the chiefs and people of Mysore the death of His Highness the Maharajah Krisnaraj Wodiar Bahadoor, Knight Grand Commander of the Most Exalted Order of the Star of India. This event is regarded with sorrow by the Government of India, with which the late Maharajah had preserved relations of friendship for more than half a century.

His Highness Chamrajendra Wodiar Bahadoor, at present a minor, the adopted son of
the

the late Maharajah, is acknowledged by the Government of India as his successor and as Maharajah of the Mysore Territories.

During the minority of his Highness, the said territories will be administered in his Highness's name by the British Government, and will be governed on the same principles and under the same regulations as heretofore.

When his Highness shall attain to the period of majority, that is, the age of 18 years, and if his Highness shall then be found qualified for the discharge of the duties of his exalted position, the Government of the country will be entrusted to him, subject to such conditions as may be determined at that time.

By order of his Excellency the Right Honourable the Viceroy and Governor General in Council.

(signed) *R. Temple*,
Officiating Secretary to the Government of India.

Enclosure 9, in No. 10.

From the Secretary to the Government of India, Foreign Department, to the Commissioner of Mysore (No. 370); dated 9th April 1868.

I HAVE received and laid before the Governor General in Council your Despatch (No. 7335-244), of the 28th ultimo, regarding the demise of the Maharajah of Mysore.

2. The several arrangements made by you in consequence of that event, which is regarded with sorrow by the Government of India, are approved.

3. His Excellency in Council duly observes the testimony borne by you to the personal virtues of the late Maharajah. You have been already requested by electric telegraph to convey to the family of his Highness the expression of his Excellency's condolence.

Enclosure 10, in No. 10.

From the Commissioner for the Government of the Territories of his Highness the Maharajah of Mysore, to the Secretary to the Government of India, Foreign Department (No. 129-10); dated 7th April 1868.

I HAVE the honour to report, for the information of his Excellency the Viceroy and Governor General in Council, that I proceeded last week to Mysore, and had an interview, on the 4th instant, with the young Maharajah and the Ranees, to whom I communicated the Viceroy's condolence on the demise of the late Maharajah, and his good wishes for the welfare of the young prince, whose mother and maternal uncle were present on the occasion.

2. The ladies expressed their gratification at the Viceroy's sympathy, desired me in reply to say that they placed themselves under the protection of the British Government, and requested me to take the young Maharajah in my arms, which I accordingly did.

3. The boy is handsome and intelligent, but for his age (5 years) is somewhat slightly built. The expression of his face is refined and pleasing.

4. The late Maharajah's illegitimate grandson, Deva Parthiva, was also committed by the Ranees to my care, and I subsequently had an interview with him and his cousins, at which I assured them of the protection of Her Majesty's Government.

5. The accompanying pedigrees show clearly the descent of the late Maharajah, the present members of the family, and the genealogy of the Bettada Kote House, from which the late Maharajah selected his adopted son, the present minor.

6. In the afternoon I requested Chennappaji Urus, the child's maternal uncle, to call upon me, and at the interview which ensued I explained to him that, considering the adverse influences which prevailed in the Mysore Palace, it was necessary to take precautions for the future well-being of the young prince. Chennappaji Urus commented upon the position of the Lingayut branch of the family, to which belong the illegitimate grandsons, and said that he feared the hostility of a particular individual, who possessed some influence with the late Maharajah, and whose partisans were opposed to the Dewan Nursuppa, and his followers. The reasons which he urged as justifying his apprehensions afforded me the opportunity of saying that the only remedy for such a state of things was to remove the young prince to a place where the Government might keep absolutely aloof all ill-disposed persons, and surround him with trusty and reliable dependants. I added that Bangalore was the most fitting place to select. Chennappaji Urus was somewhat startled, and urged various reasons why such a course would be questionable, such as the age of the prince, and the probable distaste of the Ranees to his being sent to Bangalore. To this I replied that the Ranees could of course accompany him; that he had himself shown the inadvisability of allowing the boy to remain in the midst of dangerous influences, and that the old palace in the Bangalore Fort could be easily put in order. Chennappaji promised to communicate my views to his sister, the Ranee.

7. It is to be expected that there will be great opposition to the young prince being removed to Bangalore, for much of the welfare of Mysore depends upon the presence of the chief, and many influential people about the Durbar would be loth to lose real or supposed influence. Viewing the question, however, as one affecting the future of the country as well as that of the Maharajah, it appears to me that the course indicated should be followed as soon as the old palace in the Bangalore Fort can be made habitable. The chief engineer has examined the buildings in question, and it is calculated that an outlay of 20,000 rupees or 25,000 rupees will be required to effect the necessary repairs and decorations. A regular estimate can be prepared when the instructions of his Excellency in Council are received.

8. The arsenal is still in the fort, which is much to be regretted, and I trust that the present opportunity may be availed of to issue some specific orders on the subject. Nothing can be worse in a military point of view than its position, the fort being at the further end of the pettah, which lies between it and the cantonment. I must note, however, that the Commissioner of Mysore has no concern with military questions relating to the occupation of Bangalore, which are regulated by the orders of the Madras Government and the Commander in Chief.

9. Major Elliot has been requested to take steps, as soon as the mourning for the late Maharajah is over, to examine the guns and ammunition in the fort of Mysore, and it is proposed to apply to the Commissary of Ordnance for the services of a conductor to destroy such guns as are not needed.

10. Schedules of all property belonging to the late Maharajah have been obtained, and a complete inventory will be made, after which it will be determined what should be sold and what retained for the use of the young chief. The quantity of live stock, especially cattle, is very large, and considerable reductions will be required.

11. I deputed Mr. Hudson, the Deputy Accountant General, to Madras, in order to obtain from Messrs. Licot and Co. an account of the state of the Rajah's account with that firm, and he has brought back with him all necessary papers, which were readily furnished. The balance standing to the credit of the estate, after deducting the claims of the firm and disbursing such other payments as must be met, will be about two lakhs. The greater part of the money originally invested in Government securities has been spent, as the Government may suppose, in contesting the Rajah's claims.

12. I was informed by Bukshee Nursuppa that there were outstanding debts to the extent of 10 lakhs nearly, of which the sum of about 2 lakhs is due on account of supplies furnished to the palace. These necessities of life were contracted for, but it would appear that the contractor only received monthly instalments, and was never paid in full. It would be premature at present to pronounce an opinion as to the validity of the remaining debts.

13. There is no will on record, although it is reported that an attempt was made to induce the Rajah at the last moment to sign certain testamentary dispositions.

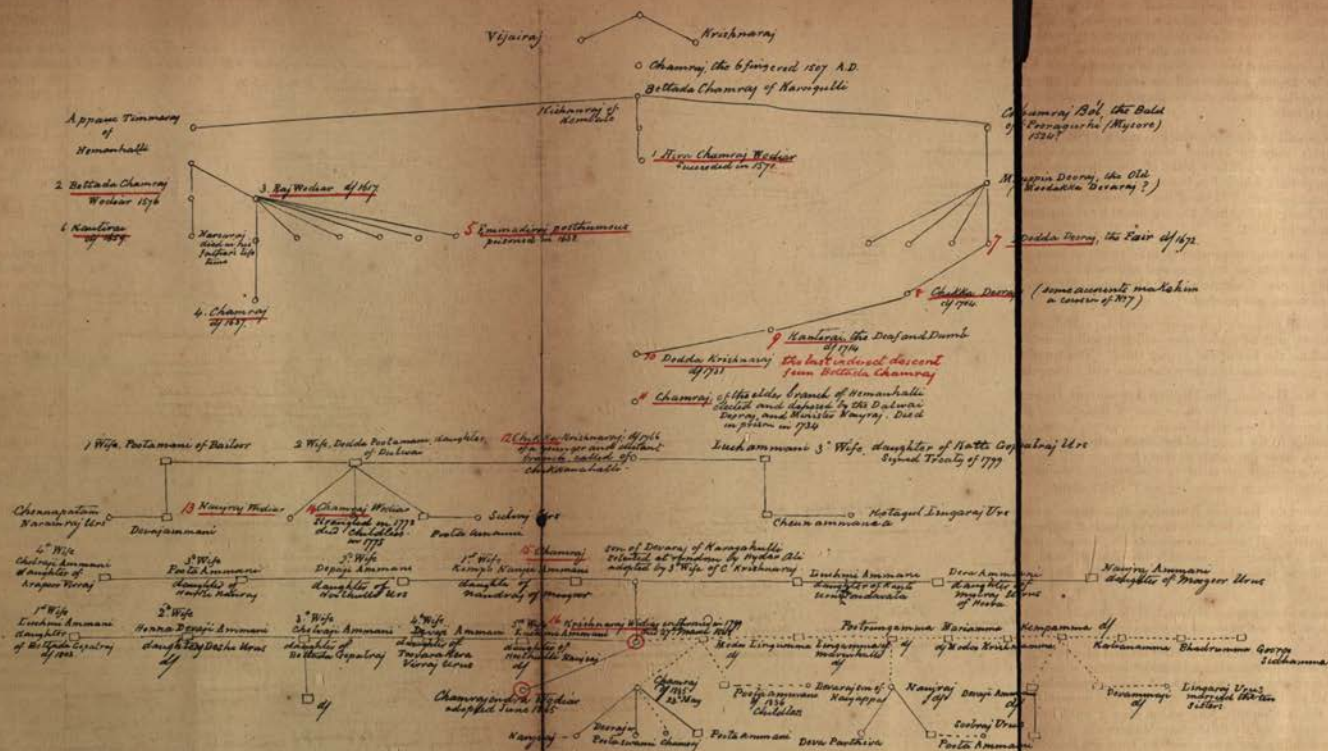
14. I have the honour to annex an abstract list of existing establishments, from which the Government will observe what a formidable task is before us. In order to arrive at an accurate idea of the real strength of these establishments, nominal rolls are being prepared, and Major Elliot has been requested to undertake the payment of the several departments for the last month, with which view I have authorised the disbursement of the sum hitherto paid monthly to the late Maharajah. After eliminating fictitious names, which in all probability are borne on the lists, we shall be able to classify the various departments, and to determine who may be retained in the service of the young Rajah, who may be drafted eventually into Government employ, and what number of persons should be pensioned or receive gratuities. The task will be onerous, and will occupy a long time, and I must therefore ask the authority of Government to my continuing the monthly stipends till such time as the several claims can be properly scrutinised and disposed of.

15. It was my intention to ask Mr. Numboor Krishnia, the pensioned second judge of the Small Cause Court, to assist Major Elliot in scrutinising the establishments and invoicing the property, but unfortunately the state of his health does not admit of his being so employed. I must therefore look elsewhere for aid, and considering the laborious nature of the duties entailed, a first-rate native will be required, for whom I should propose a salary of 800 rupees a month. I shall submit hereafter the name of the gentleman who may be selected.

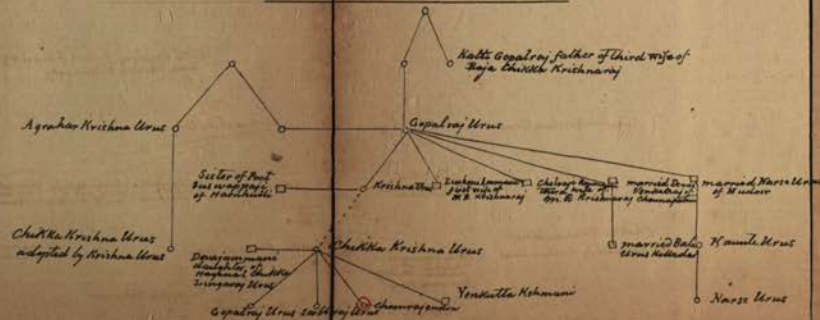
16. I solicit an expression of the views of his Excellency in Council regarding the strength of the future establishments. Assuming the late Maharajah's income to have been 12 lakhs, I am of opinion that three lakhs should suffice for the young chief and his retinue and dependents of all classes, and that a margin of three lakhs more should be allowed for the Ranees, Rajbindes, and other stipendiaries. It would be better, perhaps, to restrict the expense within a fixed sum than to commence to form establishments without having any defined basis. The advice of an experienced native would be very useful on such an occasion. Possibly, however, the Government may prefer to postpone definite orders till detailed lists of the establishments are furnished.

17. I beg

MYSORE RAJAS.



BETTADA KOTE FAMILY.



(27) L. Baring
Commissioner

17. I beg to put on record my entire satisfaction with the judicious arrangements made by Major Elliot hitherto, and soliciting the approval of Government of the step taken by myself, I have, &c.

Enclosure 11, in No. 10.

LIST of the various ESTABLISHMENTS in the Service of his late Highness the Maharajah of Mysore, for the Month of February 1868.

DEPARTMENT.	Total Number of Servants.	Amount of Salary Paid in February.		
		Conteroy Pagodas.	Fanams.	Sixteenths.
Urmunuay - - - - -	5,169	12,304	8	14
Bar Cutcherry - - - - -	903	1,995	1	11
Body Guard - - - - -	695	1,489	2	14
Zillo Cutcherry - - - - -	1,227	2,835	3	10
Killay Cutcherry - - - - -	1,015	1,392	8	14
Shagirth-pasha Cutcherry - - - - -	669	1,246	3	8
Khazana - - - - -	441	4,813	8	1
TOTAL - - - - -	10,119	26,074	37	8 $\frac{3}{4}$

or about 78,000 rupees.

This amount includes the purchase of grain, grass, and a few Temple Establishments, as well as the pay of the Establishments.

(signed) L. Bowring, Commissioner.

Enclosure 12, in No. 10.

From the Secretary to the Government of India, Foreign Department, to the Commissioner of Mysore (No. 429); dated 23rd April 1868.

I HAVE laid before his Excellency the Governor General in Council your letter dated 7th April, No. 129-10, reporting your visit to Mysore and your interviews with the young Maharajah and the members of the late Maharajah's family.

2. In reply, I am instructed to communicate the observations and orders of his Excellency in Council *seriatim* on the several arrangements reported and proposals submitted in that letter.

3. As regards the removal of the young Maharajah to Bangalore, his Excellency in Council thinks this might probably be desirable at a later date, but any change of this kind so soon after the Maharajah's death would be open to misconstruction. Besides, there would apparently be inconvenience in the presence of the Maharajah in the fort while the arsenal continues there. For the present, therefore, the young Maharajah had better remain at Mysore.

4. His Excellency in Council agrees that the question of the removal of the arsenal from within the fort walls might now be conveniently considered. Preliminary steps may be taken by you in procuring from the military authorities a rough estimate of the contents of the arsenal. With this information a sketch map should be submitted showing its place in the fort and the relative position of the fort itself to the cantonments and the pettah, the distance in each case being given. The Government of India will then be in a position to make such communication as may appear expedient to the Madras government. In any case the disposal of the matter will take time.

5. As regards the guns in the Mysore fort, you have issued very proper instructions for their examination and the destruction of all that are not needed.

6. In disposing of the property and effects of the late Maharajah care should be taken to retain whatever is necessary for the comfort and dignity of his successor, and this delicate matter is therefore commended to your especial attention.

7. The outstanding bills for supplies furnished to the palace should be scrutinised, and then arrangements made for their payment.

8. In regard to the late Maharajah's establishments, his Excellency in Council wishes that the men should be liberally treated and the arrangements for reduction gradually introduced. You did rightly in authorising the disbursement of the late Maharajah's usual monthly allowance to enable Major Elliot to pay the salaries of the establishments, and his Excellency in Council sanctions the continuance of such disbursements till definite arrangements are completed.

9. As regards an assistant to Major Elliot in the business of scrutinising the establishments and invoicing the property, his Excellency in Council agrees in the expediency of engaging the services of a qualified native at the proposed salary of 800 rupees per mensem.

10. In the matter of the establishments to be entertained for the young Maharajah and the allowances to be set apart for him and the members of the late Maharajah's family and household, his Excellency in Council is unable, in the absence of proper information, to fix absolutely any amount at present, but would prefer as yet to leave the expenditure in such matters to your discretion, with the remark that the arrangements should be on a reasonably liberal scale, due regard being had to the dignity and comfort of the young Maharajah.

11. In conclusion, I am to convey the acknowledgments of the Government to yourself and to Major Elliot for the judicious arrangements which have been adopted.

— No. 11. —

(Foreign Department.—General.—No. 23.)

To the Right Honourable Sir *Stafford H. Northcote*, Bart., Her Majesty's
Secretary of State for India.

Sir,

Simla, 26 May 1868.

WE have the honour to transmit herewith a copy of a correspondence with the Commissioner of Mysore on the subject of vernacular education in that province.

2. Her Majesty's Government will observe that we have approved of the scheme proposed by Mr. Bowering, and have authorised the expenditure which it will involve, rising to 66,420 rupees per annum.

We have, &c.
(signed) *John Lawrence.*
W. R. Mansfield.
G. N. Taylor.
H. M. Durand.
H. S. Maine.
John Strachey.
R. Temple.

Enclosure 1, in No. 11.

From the Commissioner for the Government of the Territories of his Highness the Maharajah of Mysore, to the Secretary to the Government of India, Foreign Department (No. 7350-245); dated 27th March 1868.

I HAVE the honour to acknowledge the receipt of Mr. Under Secretary Le Poer Wynne's letter (No. 500), of the 1st ultimo, communicating the observations of the Government of India regarding the absence of Government female schools and the want of vernacular schools for the education of the mass of the people in Mysore, and suggesting that no time be lost in devising a scheme for this object.

2. Having been furnished by the officiating director of public instruction with a report on the subject of vernacular education, and concurring generally in the proposals brought forward by that officer, I beg to submit them for the approval of his Excellency the Governor General in Council.

3. The measures adopted in this province for the diffusion of vernacular education consist of the establishment of a training school for Canarese masters, the publication of elementary school books, and the opening of 45 talook schools. Besides these, there are other schools in different parts of the province maintained by missions. There are about 6,000 scholars, including girls, in the Government and Mission Vernacular schools, and 22,000 in indigenous schools,—altogether about 28,000 pupils.

4. Taking the male population at 2,097,318, and assuming one-ninth, or 233,035, to be boys of an age to go to school, it is probable that at least 200,000 boys are without instruction.

5. After careful consideration of the question, Mr. Rice states that, on the ground of expense, apart from other reasons, the introduction of the halkabundee system adverted to by Government cannot be entertained in Mysore, and submits a plan, mainly based on the same principles, which appears better suited to the circumstances of the country.

6. The proposed scheme will consist of establishments for instruction, for inspection, and for the training of mast

7. With regard to the first, it is proposed to adopt the talook sub-divisions called hobbies, instead of the circles of 12 square miles under the halkabundee system, and to
establish

establish a school in each. The number of hoblies is 645, with an average area of 41 square miles and a population of 6,040 persons. The advantage of this would be that the farthest village would not be more than four and a half miles from a school situated in the centre, which would be within reach of all in the hobly. The masters should be selected from the most intelligent and influential existing indigenous teachers. The pay would be seven rupees, with prospect of promotion to be an assistant in a Talook school, the pay of which rises to 12 rupees.

8. The supervising agency to consist of eight sub-deputy inspectors, or one for each district, averaging 3,400 square miles. This number would admit of each school being inspected at least three times a year. The pay of this grade to be 40 rupees per mensem, with travelling allowance at the rate of 8 annas per day.

9. The indigenous teachers of the country are said to be generally ignorant of arithmetic and geography, and have no knowledge of organisation, discipline, or method. An institution for training masters seems, therefore, absolutely necessary. Three masters would be required, one for each division, on a monthly salary of 40 rupees. They would be stationed for a year alternately in the different districts according to the requirements of the time. A maintenance allowance would be granted to students under training for masters; five rupees each for the first six months, and four rupees for the second should they not have obtained qualification certificates in the first period.

10. As regards accommodation, it is proposed that such buildings should be made use of as are available free of rent, or are offered for the purpose by the village communities, till the success of the scheme shall have been established, when school houses can be erected.

11. The only furniture would be black boards, slates, and maps. Books can be printed and supplied by the existing agency.

12. The instruction imparted would be entirely in Canarese, and consist of reading, writing, and the elements of arithmetic and geography.

13. Fees would only be collected from those whose relations did not contribute to the educational fund.

14. It is proposed that the schools be open to girls as well as boys.

15. The establishment of night schools is also recommended for those who may be unable to attend during the ordinary hours of labour. A fee would be levied in consideration of the extra demand on the master's time and to defray the expense of lighting.

16. The formation of local committees, composed of some of the respectable and influential residents of the hobly, with the village officials for the purpose of general supervision, would tend to popularise the schools.

17. The cost of the proposed scheme would be :—

	Rs.	Rs.
645 Hobly schoolmasters at 7 rupees -	-	4,515, or 54,180 per annum.
8 sub-deputy inspectors at 40 rupees -	-	320 „ 3,840 „ „
Travelling allowance - - -	-	80 „ 960 „ „
3 Training Masters at 40 rupees -	-	120 „ 1,440 „ „
Furniture - - - -	-	2,000
Books and Stationery - - -	-	3,000
Contingencies - - - -	-	1,000
Total - -	-	<u>Rs. 66,420</u>

18. The adoption of these proposals will, it is expected, extend education on a scale more commensurate with the wants of the population than anything that has hitherto been tried in Mysore. The attendance at all the schools may be estimated at more than 50,000 children.

19. To meet the cost which the extension of education will necessarily involve, as well as for other local purposes, the imposition of a moderate cess, as suggested by his Excellency in Council, is under consideration in communication with the Survey Department. The proceeds, however, of this cess will not be available in any district until its settlement has been completed by that department. The amount will be about 1 per cent. on the collections, or say 80,000 rupees.

20. A report on the measures to be taken for the establishment by Government of female schools in Mysore will form the subject of another communication.

Enclosure 2, in No. 11.

From the Officiating Secretary to the Government of India, Foreign Department, with the Governor General to the Commissioner of Mysore (No. 81); dated 19th May 1868.

I HAVE received and laid before the Viceroy and Governor General in Council your letter (No. 7350-245), dated 27th March last, submitting a scheme for vernacular education in Mysore.

2. In reply, I am directed to inform you that his Excellency in Council approves of the scheme, and authorises a yearly expenditure of 66,420 rupees, which it will involve.

3. There will not, it is observed, be sufficient surplus revenue to meet the entire cost this year. But there is no necessity of incurring this year the whole expenditure of 66,420 rupees by starting at once the full scheme, which is rather sanctioned as one to be worked up to. When the extra cess of 1 per cent., referred to in the 19th paragraph of your letter, has been imposed, as it will when the settlement of districts is completed, the 80,000 rupees expected from that source will more than cover the whole expenditure.

4. For the present you are authorised to expend 24,760 rupees, the probable surplus of the Estimate for 1868-69; and of this sum a considerable portion should be spent in educating the masters of indigenous schools, as proposed in the 9th paragraph of your letter.

5. With reference to the 16th paragraph, in which you recommend the formation of local committees for the supervision of the schools, I am to state that the Governor General in Council considers this an excellent proposal, and authorises you to carry it into effect.

6. It is desirable, I am to remark, that some term should be devised, which might be substituted, at all events in official communications, for the vernacular word *hobly*.

— No. 12. —

(Foreign Department.—Political.—No. 91.)

To the Right Honourable Sir *Stafford H. Northcote*, Bart., Her Majesty's Secretary of State for India.

Sir,

Simla, 30 May 1868.

WE have the honour to forward copy of a letter (No. 16), dated 20th April 1868, from the Commissioner for the government of the territories of his Highness the Maharajah of Mysore, and request the instructions of Her Majesty's Government on the propriety of closing the account of the one-fifth of the net revenues paid to the late Maharajah during his life-time under Article 5 of the Subsidiary Treaty of 1799.

*See page 46.

2. Your Despatch (No. 69),* dated 16th April 1867, does not enter upon an examination of the terms of the Treaty, but bases the recognition of the adopted prince on the desire of Her Majesty to maintain an Indian dynasty on the throne of Mysore upon terms corresponding with those made in 1799, so far as the altered circumstances of the present time will allow; and directs that the Subsidiary Treaty be revised when the young prince is put in charge of the administration.

3. Whether the Subsidiary Treaty is to be considered as still in force or not, the precise terms of the 5th Article appear to us to be inapplicable to present circumstances, inasmuch as, since the death of the late Maharajah, we administer the country as the paramount power during a minority, and not in consequence of the default of the Native administration, which would bring into force the 5th Article of the Treaty.

4. No doubt, therefore, so far as the terms of the treaty are concerned, we might close the account in the manner proposed by the Commissioner; and such a course would have the advantage of marking distinctly and emphatically that the succession of the young Maharajah rests not upon treaty rights, but upon the gracious desire of Her Majesty for the perpetuation and prosperity of the dynasties of the Native princes of India. It would also bar for the future all exaggerated and troublesome claims based upon the Subsidiary Treaty.

5. At the same time as the terms of the revised Treaty to be hereafter concluded are to be in principle the same as those of the Subsidiary Treaty, there may perhaps be little practical benefit to be derived from formally declaring the Subsidiary Treaty at an end. Such a step also is one which is likely to be more

or

or less misconstrued or misunderstood, and it is not desirable that we should, by anticipating the wishes of Her Majesty's Government, commit ourselves to any course which may give rise to the suspicion that Her Majesty's intentions are being carried out in a less liberal and gracious spirit than that in which they have been conceived.

6. Under any circumstances, a reserve fund will be formed by an annual assignment of revenue, from which the Maharajah, his family, and dependants will be maintained in a manner suited to their dignity. But we leave it to Her Majesty's Government to decide whether this shall be done by the assignment of such a sum as we may consider appropriate, or by a continuance of the arrangements made with the late Maharajah under Article 5 of the Treaty.

7. His Excellency the Viceroy and Governor General is of opinion that, in addition to the reasons given in paragraph 5 of this Despatch, the force of which we all admit, the difficulty of at once deciding what annual sum will suffice for the proper maintenance of the young Maharajah, his establishments and those of his late adopted father; the uncertainty as to what may be the final financial results of the land settlements now in progress; and the contemplated future increase of the subsidy to be paid by the Government of Mysore, which must mainly be determined with reference to the net revenues of the country, which, until the revision of the assessments is completed, cannot be known, render it expedient that we should maintain the existing arrangements. But it appears to the other Members of our Council that these considerations are outweighed by the advantage of basing the restoration of the Native dynasty unmistakably on the grace and favour of Her Majesty, and of precluding vexatious claims that may hereafter arise out of supposed treaty rights.

We have, &c.
(signed) *John Lawrence.*
W. R. Mansfield.
G. N. Taylor.
H. M. Durand.
H. S. Maine.
John Strachey.
R. Temple.

Enclosure in No. 12.

From *L. Bowring*, Esq., Commissioner of Mysore, to the Secretary to the Government of India, Foreign Department (No. 320—15); dated 20th April 1868.

I HAVE the honour to solicit the instructions of his Excellency the Viceroy and Governor General in Council as to closing finally what is called the one-fifth share, that is the one-fifth portion of the net revenues of the province, secured to the late Maharajah by Article V. of the Subsidiary Treaty of 1799.

2. In addition to the fact that the young Maharajah is a ward, it would appear that the article referred to related solely and exclusively to the late Maharajah; and as I conceive that the concessions made by Her Majesty's Government are to be regarded as a pure act of grace, and not in acknowledgment of a right, I assume that the Treaty of 1799 is at an end.

3. The question may not perhaps be one of immediate importance, but it is desirable to know whether, in the opinion of the Supreme Government, any claim to a fifth share of the net revenues of the province could hereafter, at any time, be put forward, on the part of the young Maharajah.

4. Should the Government consider that the treaty has come to an end, the fifth share account of the late Maharajah should, I consider, be closed with the termination of the official year 1867-68; any balance in favour of or against the account being adjusted from his Highness's personal estate.

[*Note*.—Although the following Despatch was published in the Parliamentary Paper, No. 239, of 1867, it is here again inserted for convenience of reference.]

(Political.—No. 69.)

To His Excellency the Right Honourable the Governor General of India in Council.

Sir,

India Office, London, 16 April 1867.

Para. 1. I HAVE received and considered in Council the letter of your Excellency's Government, in the Foreign Department, dated 31st October, No. 185 of 1866, enclosing a khureeta from his Highness the Maharajah of Mysore.

2. In considering the questions raised in that communication, it is unnecessary for me to advert in detail to the observations of his Highness upon the transactions referred to in the earlier part of his reign, before the assumption of the government of Mysore by Lord W. Bentinck. The request of the Maharajah that he should himself be reinstated in the government of the Mysore territory was fully considered in Council, and the final decision of Her Majesty's Government was communicated to you in Sir Charles Wood's Despatch of 17th July (No. 57) 1865. I cannot hold out any hope that it will be reversed.

3. The decision, however, of Her Majesty's Government with respect to the disposal of the territory of Mysore, after the death of the present Maharajah, has not yet been communicated to you. In the khureeta transmitted by your Excellency, this question is formally raised; and it now becomes my duty to convey to you the instructions of Her Majesty's Government upon this important question.

4. Without entering upon any minute examination of the terms of the Treaties of 1799, Her Majesty's Government, recognize in the policy which dictated that settlement, a desire to provide for the maintenance of an Indian dynasty on the throne of Mysore, upon terms which should at once afford a guarantee for the good government of the people, and for the security of British rights and interests. Her Majesty is animated by the same desire, and shares the views to which I have referred. It is Her earnest wish that those portions of India which are not at present under Her immediate dominion may continue to flourish under Native Indian rulers, co-operating with Her representatives in the promotion of the general prosperity of the country; and, in the present case more especially, having regard to the antiquity of the Maharajah's family, its long connexion with Mysore, and the personal loyalty and attachment to the British Government which his Highness has so conspicuously manifested, Her Majesty desires to maintain that family on the throne in the person of his Highness's adopted son, upon terms corresponding with those made in 1799, so far as the altered circumstances of the present time will allow.

5. In considering the stipulations which will be necessary to give effect to this arrangement, I have, in the first place, to observe, that Her Majesty's Government cannot but feel a peculiar interest in the welfare of those who have now for so long a period been subject to their direct administration, and that they will feel it their duty, before replacing them under the rule of a native sovereign, to take all the pains they can with the education of that sovereign, and also to enter into a distinct agreement with him as to the principles upon which he shall administer the country, and to take sufficient securities for the observance of the agreement.

6. It is, therefore, the intention of Her Majesty that the young prince should have the advantage of an education suitable to his rank and position, and calculated to prepare him for the duties of administration; and I have to desire you to propose to the Maharajah that he should receive this education under the superintendence of your Government. I have to request that you will communicate with me as to the mode in which this can best be effected without separating the young prince more than is necessary from those over whom he may hereafter be called on to rule. If at the demise of his Highness the young prince should not have attained the age which you, upon consideration, may fix for his majority, the territory shall continue to be governed in his name upon the same principles, and under the same regulations as at the present time. Upon his reaching that age, or at an earlier period, if you should think it desirable, it will be the duty of the British Government, before confiding to him the administration of the whole, or any portion, of the State, to enter into an arrangement with him for the purpose of adequately providing for the maintenance of a system of Government well adapted to the wants and interests of the people.

7. As regards the rights and interests of the British Government, it is sufficient now to point out that, as the cost of supporting troops has largely increased since the date of the Subsidiary Treaty of 1799, it will obviously be necessary that the terms of that treaty should be revised and some addition made to the subsidy. The great increase which has taken place in the resources of Mysore since 1799, and more especially since the assumption of the Government by Lord W. Bentinck, will prevent such addition being felt as an undue burden. The precise terms of the revision may be left to be settled when the young prince is put in possession of the administration.

I have, &c.

(signed) *Stafford H. Northcote.*

— No. 13. —

(Foreign Department.—Political.—No. 93.)

To the Right Honourable Sir *Stafford H. Northcote*, Bart., Her Majesty's
Secretary of State for India.

Sir,

Simla, 2 June 1868:

IN continuation of the correspondence forwarded with our Despatch (No. 64),* *See page 36.*
dated 24th April 1868, we have the honour to transmit the enclosed copy of a communication from the Commissioner of Mysore, and of our reply showing that, on Mr. Browning's recommendation, we have sanctioned the appointment of Mr. Rungacharloo, a Deputy Collector of the Madras Presidency, as assistant to Major Elliot in the settlement of the late Maharajah Mysore's affairs, on a salary of 800 rupees per mensem.

2. We have also sanctioned Mr. Bowring's proposal to grant an extra allowance of 500 rupees a month to Major Elliot during the time he may be engaged in the additional duties imposed upon him.

3. We solicit the confirmation of Her Majesty's Government to these arrangements.

We have, &c.
(signed) *J. Lawrence.*
W. R. Mansfield.
G. N. Taylor.
H. M. Durand.
H. S. Maine.
J. Strachey.
R. Temple.

Enclosure 1, in No. 13.

From *L. Bowring*, Esq., Commissioner of Mysore, to the Secretary to the Government of India, Foreign Department (No. 660—27); dated 5th May 1868.

REFERRING to paragraph 9 of your letter (No. 429), dated 23rd April, I have the honour to state, for the information of his Excellency the Viceroy and Governor General in Council, that the Government of Madras have, on my application, been good enough to transfer to me the services of Mr. Rungacharloo, a deputy collector of that Presidency, for the purpose of aiding Major Elliot in the laborious duty before him.

2. Mr. Rungacharloo served for a long time under the honourable Mr. Taylor in the inam enquiry of Madras, and I have little doubt that that gentleman will testify to his remarkable aptitude for business and his high character. I have no hesitation, therefore, in soliciting the confirmation of Government of his appointment to the post referred to.

3. I need scarcely observe that the enquiry will demand from the principal officer connected with it, the exercise of great discretion, firmness, and judicious liberality; and, as I am satisfied that Major Elliot is fully competent to carry out the detailed arrangements contemplated by Government, I respectfully recommend that an additional allowance of 500 rupees a month be given to him during the settlement of the late Maharajah's affairs. I may observe that the heavy labour thus entailed will be in addition to his ordinary work as superintendent of a division.

Enclosure 2, in No. 13.

From *C. U. Aitchison*, Esq., Officiating Secretary to the Government of India, Foreign Department, to the Commissioner of Mysore (No. 521); dated 23rd May 1868.

I AM directed to acknowledge the receipt of your letter (No. 660—27), dated 5th instant, and in reply to state that the Viceroy and Governor General in Council sanctions the appointment of Mr. Rungacharloo as assistant to Major Elliott in the settlement of the late Maharajah of Mysore's affairs, on a salary of 800 rupees permensem.

48 CORRESPONDENCE RELATING TO THE RE-ESTABLISHMENT

2. His Excellency in Council is further pleased to sanction, as proposed by you, the grant of an extra allowance of 500 rupees a month to Major Elliot, during the time he may be engaged on the additional duties imposed on him.

— No. 14. —

(Foreign Department.—Political.—No. 99.)

To the Right Honourable Sir *Stafford H. Northcote*, Bart.; Her Majesty's Secretary of State for India.

Sir,

Simla, 12 June 1868.

* See page 36.

REFERRING to our Despatch (No. 64),* dated 24th April last, on Mysore affairs, we have the honour to forward, for the information of Her Majesty's Government, copy of a letter from the Commissioner of Mysore, dated 7th ultimo, No. 716-30, relative to a suggestion for the formal installation of the young Maharajah on the throne of Mysore.

† See page 46.

2. Having regard to the views expressed in your Despatch,† dated 16th April 1867, No. 69, it appears to us that, until the Maharajah attains his majority, and is found qualified for government, and until the terms on which the administration will be made over, and the conditions of the new treaty are arranged, anything like a formal installation would be premature and out of place.

3. We desire, however, to obtain an expression of the opinion of Her Majesty's Government on the matter.

We have, &c.
(signed) *J. Lawrence.*
W. R. Mansfield.
G. N. Taylor.
H. M. Durand.
H. S. Maine.
John Strachey.
R. Temple.

Enclosure in No. 14.

From *L. Bowring*, Esq., Commissioner of Mysore, to the Secretary to the Government of India, Foreign Department (No. 716—30); dated 7th May 1868.

I HAVE the honour to solicit the instructions of his Excellency the Viceroy and Governor General in Council on a matter of some importance relative to the future state of the young Maharajah of Mysore.

2. It has been suggested by several influential Native officials, that some formal inauguration of the Maharajah should take place, and that at the ensuing Dusserha, he should be placed on the throne, in the presence of his subjects, and receive the homage due to his position. It is argued that the Commissioner, as the representative of Her Majesty's Government, should attend the ceremony, which should be marked with all the solemnity attendant on the inauguration of the late Maharajah in 1799.

3. At first sight, this proposal appears unobjectionable, but on fuller consideration, I entertain doubts whether it would be expedient. The young Maharajah is a ward, as well as a minor, and to place him as suggested on the throne, might possibly lead to future complications, the extent of his rights and jurisdiction being as yet undefined, and subject to future decision. There is, I think, no strict analogy between his position and that of the late Maharajah.

4. When the latter's sovereign powers were placed in abeyance, the throne should, I conceive, have been removed, but this was not done at the time, and no steps were subsequently taken to remedy the omission. But it occurs to me that his successor cannot, as a ward, be permitted to be enthroned until the Government is satisfied that he is competent to discharge worthily the important duties that would devolve upon him.

5. As considerable anxiety on the subject is manifested by his nearest relations and other persons of note, who apparently do not implicitly rely on the proclamation issued under the orders of the Government of India, I am desirous to obtain distinct instructions for my guidance.

— No. 15. —

(Foreign Department.—Political.—No. 100.)

To the Right Honourable Sir *Stafford H. Northcote*, Bart., Her Majesty's
Secretary of State for India.

Sir,

Simla, 15 June 1868.

WITH reference to correspondence regarding the grant of the Chamrajnugur Talook to whichever of the illegitimate grandsons of the Maharajah of Mysore his Highness would name, we have the honour to forward copy of a letter from the Commissioner of Mysore, in which it is proposed that a provision in the Talook in question may be made for all the four illegitimate grandsons of the late Maharajah.

2. For the reasons specified in our reply to the Commissioner, we have, instead of the arrangement proposed by Mr. Bowring, preferred to provide for the grandsons by making them a reasonably liberal allowance out of the revenues of Mysore.

3. We have, however, permitted the grandsons to use the Chamrajnugur Palace as a residence, and to enjoy the produce of any gardens thereto attached.

We have, &c.

(signed) *J. Lawrence.*
W. R. Mansfield.
G. N. Taylor.
H. M. Durand.
H. S. Maine.
J. Strachey.
R. Temple.

Enclosure 1, in No. 15.

From *L. Bowring*, Esq., Commissioner of Mysore, to the Secretary to the Government of India, Foreign Department (No. 31-717); dated 7th May 1868.

I HAVE the honour to submit, for the orders of his Excellency the Viceroy and Governor General in Council, the following reference :—

2. His Excellency will doubtless remember that in your letter (No. 333), dated 29th March 1864, paragraph 10, I was informed that the Government of India guaranteed the Talook of Chamrajnugur to whichever of the Maharajah's grandsons his Highness might name, and these orders were duly communicated to him; but although it was generally understood that the Maharajah's choice fell upon Deva Parthiva, the son of Nanjraj, his Highness did not at any time communicate in writing his final wishes.

3. It now becomes necessary to solicit distinct instructions from the Supreme Government on the subject, and I am of opinion that it would be desirable, both on political and financial grounds, that the three sons of Chamraj, the other illegitimate son of the late Maharajah, should find a provision from the income of the Talook referred to. It brings in about 1½ lakhs yearly, and the revenues are ample for the support of all the four illegitimate grandsons; but in accordance with what was understood to be the wish of the Maharajah, I suggest that the portion of Deva Parthiva be not less than one lakh, the remainder being equally divided between Nanjraj, Deoraj, and Chamraj, the three sons of Chamraj.

4. It does not appear to me advisable at present to make over to them the management of the Talook, which should remain under Government control, the revenues only being assigned to them, but eventually I presume that they should receive charge of it.

5. They might also receive permission to reside in the Palace of Chamrajnugur, should they desire to do so. In other respects this would be desirable.

6. Should the Government be of opinion that the Talook should be assigned to Deva Parthiva exclusively, it would be necessary to provide for the other illegitimate grandsons in the Rajbundi List; but as their status is somewhat anomalous, I think it would be preferable to make the arrangement above indicated.

Enclosure 2, in No. 15.

From *C. U. Aitchison*, Esq., Officiating Secretary to the Government of India, Foreign Department, to the Commissioner of Mysore (No. 586); dated 8th June 1868.

I HAVE laid before his Excellency the Viceroy and Governor General in Council your letter, dated 7th ultimo (No. 31—717), regarding a provision in the Talook of Chamrajnugur for the illegitimate grandsons of the late Maharajah.

2. In 1864, Government resolved to give this estate to whichever of the Maharajah's illegitimate grandsons his Highness would name. No selection was announced up to the time of his Highness' death, though it was at one time understood that the choice would fall on Deva Parthiva, the son of Nanjraj. The late Maharajah's other son, Chamraj, has left three sons. And you propose that the revenues of the Talook, which amount to 1½ lakhs a year, should be devoted to the support of all four grandsons.

3. You also suggest that permission might be given to the grandsons to live in the Chamrajnugur Palace.

4. It appears to the Viceroy and Governor General in Council, that circumstances have so entirely changed since the grant of the Chamrajnugur Jaghire was proposed, that it is no longer expedient to give effect to the intentions which Government expressed in 1864. It was not at that time contemplated that the Natiye dynasty should be continued. The request of the Maharajah to be allowed to adopt a successor had been negatived, and under these circumstances, the grant of the Jaghire would have been an appropriate concession to his Highness's wishes.

5. His Excellency in Council is not, therefore, disposed to give effect to the grant, but prefers the course of providing for the grandsons by making them a liberal but reasonable allowance out of the revenues of Mysore. His Excellency in Council accordingly desires that this matter may be considered in connection with the general subject of the provision for the family and dependants of the late Maharajah.

6. His Excellency in Council has no objection to allow the grandsons the use of the Chamrajnugur Palace as a residence. They might also enjoy the produce of any gardens thereto attached.

— No. 16. —

(Political.—No. 111.)

To His Excellency the Right Honourable the Governor General of India
in Council.

Sir,

India Office, London, 2 July 1868.

* See page 34.
† See page 36.

Para. 1. YOUR Excellency's letters (No. 2)* in the Foreign Department, dated 14th March, and (No. 64)† in the Foreign (Political) Department, dated 24th April 1868, have been laid before me in Council. I have read with much interest, and considered with much attention, the enclosed correspondence relating to the circumstances attending the death of the late Maharajah of Mysore, and to the proceedings of your Government in consequence of that event.

2. Of these proceedings Her Majesty's Government approve. All the steps which you have taken to make known to the people of Mysore the succession of the adopted son of the late Maharajah, and the conditions of that succession, were such as to give satisfaction to the family of the deceased prince and confidence to the people.

3. There is only one matter in the papers before me which calls for further comment in this Despatch. I observed that there was a proposal to remove the young Maharajah and the ladies of the family from Mysore to the Old Palace in the Bangalore Fort. To this arrangement your Excellency objected, stating that "any change of this kind, so soon after the Maharajah's death, " would be open to misconstruction. " Besides," it was added, " there would apparently be inconvenience in the presence of the Maharajah " in the fort, whilst the arsenal continues there. For the present, therefore, " the young Maharajah had better remain at Mysore." In these sentiments Her Majesty's Government concurs. The attempted removal of the Mysore family

family from their present home would, doubtless, be regarded with suspicion by all the inmates of the palace, and probably with consternation by the ladies of the family. I am glad, therefore, that you refused your sanction to so inconsiderate a proposal.

4. On the subject of the guardianship of the young Maharajah, I purpose to address your Excellency in a separate Despatch.

I have, &c.
(signed) *Stafford H. Northcote.*

— No. 17. —

(Political.—No. 162.)

To His Excellency the Right Honourable the Governor General of India
in Council.

Sir,

India Office, London, 7 October 1868.

Para. 1. THE letters of your Excellency's Government (Nos. 91 and 99),* dated 30th May and 12th June 1868, in the Foreign Department, request instructions from Her Majesty's Government with reference, firstly, to the course to be pursued with respect to the continuance of the existing system, whereby one-fifth of the revenues of Mysore are made applicable to the endowment of the Maharajah, or of the propriety of closing the account altogether; and secondly, whether the public installation of the infant Prince, now representing the Hindoo dynasty of Mysore, shall be performed at the present time, or deferred until such period as the conditions under which the administration is to be made over to him may be finally arranged.

*See pages 44 and 48.

2. With respect to the first of these questions, I have to inform your Excellency that Her Majesty's Government, without reference to the existence or to the non-existence of the Subsidiary Treaty at the present time, are willing to sanction the proposal made by your Government that "the account of the one-fifth of the net revenues paid to the late Maharajah during his lifetime, under Article 5 of the Treaty," should be closed, and that it should be left to your Excellency in Council to administer, in trust, the revenues of Mysore, and to make such provision for the support of the Maharajah, his family, and dependants, during the minority of the young Prince, and in such a manner as you may consider best calculated to promote his interests and to advance the prosperity of the State, a separate account of these revenues being kept as heretofore and the unappropriated balances being accumulated for the benefit of the Maharajah and State of Mysore.

3. With regard to the question of the formal installation of the young prince, your Excellency is of opinion that at the present time it would be premature and out of place. It might appear, indeed, that the proclamation issued by your Government, on the death of the late Maharajah, would suffice to make known to the people of Mysore the intentions of Her Majesty with respect to the continuance of the native dynasty. But I learn that, in the estimation of the native officials of the province, and of others who may be presumed to be well acquainted with the state of popular feeling in Southern India, the recognition of the young prince would be incomplete, and entire confidence would not be felt in the sincerity of the intentions of the British Government, if the ceremony of installation were not publicly performed, in accordance with the usages of the country, when the period of mourning for the deceased prince is at an end. Adverting to these considerations, Her Majesty's Government are willing to sanction the performance of the ceremony, at a convenient time, to be fixed by your Excellency. I concur, however, in opinion with the Chief Commissioner of Mysore that the present circumstances are widely different from those of 1799, and that the ceremony performed on the resuscitation of the Hindoo sovereignty in that year, affords no precedent whatever for the formalities to be observed on the present occasion. I am anxious, indeed, that care should be

Viceroy, a khillut of 21 trays, fastening a piece of jewellery round his Highness's neck, and a similar khillut was submitted, through me, for the Viceroy's acceptance. The hindes and officials then, each in turn, presented their nuzzurs, and the ceremony concluded with the customary offering of pañsooparee and garlands of flowers.

5. In the afternoon the young Maharajah was placed on the throne in the balcony of the upper story of the palace in the sight of all the people, who thronged the outer square in great numbers. Before taking his seat, however, he performed certain ceremonies by throwing lotuses and other flowers at the foot of the throne, and by walking round it as a sign of taking possession. This throne, it may be observed, is regarded with much veneration because it was sent, together with a signet ring, to Raja Chikka Raja, one of the Raja's ancestors, by the Emperor of Delhi, in Hijree 1126. It was used also by Tippoo Sooltan, it is said, and after the fall of Seringapatam, was repaired and employed in the enthronement of the late Maharajah in 1799. Though but little remains of the original structure, it is historically interesting. When the Maharajah had taken his seat, he was pelted with flowers as in the morning, and an exhibition of skill by the jettees or wrestlers, and a display of fireworks terminated the Durbar. Later in the evening a dinner was given in the residency to all the European officers, and the town was illuminated by the inhabitants.

6. On the ensuing day I had an interview with the Ranees, who expressed their extreme gratitude at the consideration shown to the family by Her Majesty's Government, and desired me to convey to his Excellency the Viceroy their respectful acknowledgments. The principal inhabitants also waited on me and presented an address to a similar effect. It was considered by all as a happy omen that the orders of Government reached Mysore in the middle of the Dusserah festival:

7. On the 25th a second Durbar was held, which was in all respects the same as that of the 23rd.

8. The young Maharajah Chamrajendra Woodiar during the whole of the fatiguing ceremonies attendant on his installation showed great self-control and composure, and it was not a little remarkable to see a child of his tender years behave with so much dignity.

I have, &c.
(signed) *L. Bowring*, Commissioner.

— No. 19. —

EXTRACT.

(Political.—No. 169.)

To His Excellency the Right Honourable the Governor General of India
in Council.

Sir,

India Office, London, 31 October 1868.

* * * * *

2. Your Excellency will observe that, in accordance with the declared wish of the late Maharajah, I have appointed Lieutenant Colonel Haines to superintend the education and general training of the young prince; and I trust that the selection of an officer so much respected in the province, for a trust of this important and delicate nature, will not be less advantageous to the youthful Maharajah and to the interests of the State, than it will be acceptable to the inmates of the palace.

3. It is in no degree the desire of Her Majesty's Government to prescribe the conditions under which Lieutenant Colonel Haines is to hold office, except in so far as relates to his salary, which has been fixed at 2,500 rupees a month, with an additional allowance of 500 rupees for house rent and establishment. It will rest entirely with your Government to issue the necessary instructions to Lieutenant Colonel Haines, and to make such arrangements with respect to the guardianship as may best tend to the accomplishment of the object in view.

I have, &c.
(signed) *Stafford H. Northcote*.

— No. 20. —

(Foreign Department. — Political. — No. 228.)

To His Grace the Duke of *Argyll*, K.T., Her Majesty's Secretary of State
for India.

My Lord Duke,

Fort William, 17 December 1868.

We have the honour to forward, for the information of Her Majesty's Government, a copy of the further papers relating to Mysore affairs.

2. The particular subjects embraced in the present correspondence, on which orders have been communicated to Mr. Bowring, are the following; viz. :—

No. 1. Allowances to religious and charitable institutions paid from the privy purse of the late Maharajah.

No. 2. Stipends proposed to be awarded to 31 honorary pensioners, who have hitherto drawn their allowances from the late Maharajah's treasury.

No. 3. Revision and reduction of the late Maharajah's establishments.

No. 4. Final settlement of the debts of the late Maharajah.

No. 5. On the ordinary expenditure which it is calculated will be required in future for the Palace of Mysore.

No. 6. Entertainment of office establishment for the pension paymaster at Mysore.

No. 7. Stipends proposed to be assigned to the various members of the family of the late Maharajah.

3. We trust that Her Majesty's Government will derive satisfaction from a perusal of these various Reports, and from learning the order and method which have been introduced into the palace and the establishments.

'We have, &c.

(signed) *John Lawrence.*
W. R. Mansfield.
H. S. Maine
J. Strachey.
R. Temple.

Enclosure 1, in No. 20.

From *L. B. Bowring*, Esq., C.S.I., Commissioner of Mysore, to *W. S. Seton-Karr*, Esq., Secretary to the Government of India, Foreign Department, with Governor General (No. 3455—153); dated 10th September 1868.

* Not printed.

REFERRING to paragraph 18* of my letter (No. 3368—148), dated 5th instant, I have the honour to submit a statement of certain religious and charitable allowances, aggregating Rs. 2,513. 13. 1., hitherto paid from the privy purse of the late Maharaja of Mysore, regarding the continuance or stoppage of which it appears desirable that instructions should be issued. The proposals of Major Elliot and my own recommendations will be found in the statement, a blank column being left for the orders of the Supreme Government.

2. There are a few items which demand special notice, and which are discussed by Major Elliot in his letter (No. 53), dated 31st ultimo, of which a copy is submitted.

3. As regards the Sringary Gooroo, it is true that the allowance of 1,000 rupees a month to him has been only paid for 12 years, and that he holds estates of some value besides. It appears, however, that the greater part of these were assigned to this religious foundation nearly 500 years ago† by the kings of the Vijayanugur dynasty, and the remainder by Raja Chikkakrishnaraj of Mysore in the year 1682 Salivahan. Beyond confirming these ancient endowments, which were temporarily attached by Hyder Ali and Tippoo Sooltan, it does not appear that the late Maharaja made any grants of land to the Swami, and considering the extraordinary veneration in which this Individual

† *Talook.*

Shimoga	-	-	-	1,305	Salivahan
Coppa	-	-	-	1,318	"
Sorub	-	-	-	1,352	"
Bailoor	-	-	-	1,682	"

individual is held by all the people of Southern India, it would, in my opinion, be an impolitic measure to stop the allowance. To do so would be to incur unnecessary odium, and I, therefore, recommend that, as proposed by Major Elliot, the allowance of 1,000 rupees be paid to the old Gooroo during his life-time, but that half the amount, or 500 rupees, be continued to his successor.

4. Major Elliot recommends the continuance of the small payments made to the Madras Orphan Asylum and the Roman Catholic chapel at Mysore (Nos. 2, 3); but I am disposed to think that it would be preferable to give gratuities at the rates mentioned by him, which are calculated on the same basis as other gratuities according to the duration of the stipend.

5. The payment to the Sanscrit Institution (No. 4) should, I think with Major Elliot, be stopped, the object contemplated by the grant not having been carried out.

6. The next items (Nos. 5—10), are on account of small chutrooms and temples founded by the Raja in the names of his favourite ladies in order to perpetuate their memory. Originally orders were issued to transfer these to the Moojrai Department, but Major Elliot now observes that it would be better to resume the greater part of the assignments, and to build a really good chutrum in lieu. Admitting the advantage, *prima facie*, of constructing such a building, and the possible existence of abuses in the employment of the assignments at present, I apprehend that a diversion of the larger portion of the funds, as proposed, would scarcely be in accordance with the intentions of the founder, and that it would be preferable to appropriate the money to the original purpose, transferring the institutions to the Moojrai Department, as at first contemplated.

7. All the proposals of Major Elliot regarding petty money assignments to temples, &c., have my concurrence, as noted in the column "Recommendation of the Commissioner," except in the case of Nos. 63, 64, 65.

8. The Raja's school and hospital have been transferred to the list of State Establishments after a scrutiny of the details, resulting in a reduction of a few of the officials. Both of these institutions will appear in the Provincial Budget for 1869-70, and have meanwhile been entered as extra to the Budget of the current year. As, in my opinion, free education is unsound in principle, and as it operates invidiously in regard to other schools at Mysore in which fees are paid by the scholars, I am unable to recommend that the school founded by the late Maharaja should be placed on the exceptional footing proposed by Major Elliot. I have, however, authorised the Director of Public Instruction to issue instructions to admit orphans without payment of fees, it having been reported that there were many such boys attending the school in question.

Enclosure 2, in No. 20.

From Major C. Elliot, C.B., Superintendent, Ashtagram Division, in charge of Palace Duties, to L. B. Bowring, Esq., C. S. I., Commissioner of Mysore (No. 53); dated 31st August 1868.

I HAVE the honour to submit, for your approval, a list* of religious and charitable allowances paid from his Highness's private treasury, showing the manner in which I propose to dispose of them. The allowances granted during his Highness's administration having been transferred to the Moojrai, the present Statement comprises those granted subsequently during the last 30 years, and are for the most part inconsiderable in amount.

2. The largest items are the following:—

First.—A grant of 12,000 rupees per annum to the Sringary Mutt. This was made very recently in 1856 on the occasion of the Gooroo's visit to his Highness under a deed of permanent grant, which runs as follows:

That a monthly allowance of 1,000 rupees is granted in perpetuity to the mutt in honour of Chendra Moulaswaraswamy for the use of the daily worship, &c., to commence from the 1st March 1856.

I must, however, observe that all grants made from his Highness's private treasury must be considered to have virtually ceased at his Highness's demise, and their continuance must entirely depend upon considerations of public utility and the respect due to his Highness's memory. The Sringary Mutt is one of the most important religious institutions in the country, and the present Gooroo, now far advanced in years, is pre-eminently respected by all; but the institution, I presume, is in enjoyment of extensive revenues from the State, and the public finances cannot fairly be saddled permanently with this additional grant of recent origin. Having, however, regard to the high reputation of the Gooroo, and the circumstances under which the grant was made on the occasion of his Highness's receiving religious instruction from the Gooroo, the simplest mode of disposing of the question will be to continue the grant to the present Gooroo personally for life, as he is now upwards of 80 years of age. The Muttum would prefer a reduced allowance in perpetuity.

3. The next two items on the list are an annual contribution of 1,000 rupees to the Civil Orphan Asylum at Madras, and a monthly grant of 30 rupees to the Roman Catholic Church at Mysore. I should be disposed to recommend the continuance of both these allowances in memory of the deep respect for the British name, and the neutrality in religious matters for which his Highness was so distinguished. But the more important of the two institutions is not situated in the Mysore territory, and the other is a comparatively unimportant institution. If the allowances are not to be continued, I would beg to recommend that gratuities be awarded to them, as in the case of personal grants, with reference to their length of enjoyment.

4. The fourth item is an annual allowance of 1,000 rupees to the Mysore Sanscrit Institution. The grant was made in the expectation of its being supplemented largely by private contributions, which have not, however, been forthcoming, and the institution now rests entirely on his Highness's allowance and the services of the palace pundits. I see, therefore, no occasion for continuing the grant. It will be resumed, and appropriated for the founding of a good Sanscrit institution in connection with the palace, for which the services of its pundits will be available.

5. The next six on the list are allowances to Chutrooms and temples connected with them, founded in honour of the "Bungaroo" ladies and connections of his Highness. Four of these are situated on the four important roads leading out of Mysore within three or four miles from the town, and the other two are situated in the town itself. These isolated institutions are a source of abuse, and none of the Chutrooms are important stages for travellers. Prior to the commencement of the inquiry I recommended their transfer to the Moojrai Department, which proposition received your sanction; but as this would be simply perpetuating what might with advantage be reduced and better utilized, I have not carried into effect the above recommendation. I have now provided in the garden establishment list submitted for a much reduced scale of establishment and allowances to these institutions, several of which, I may mention, are attached to the pleasure bungalows and gardens of his Highness, and I propose to make use of the remainder of the assets for founding one perfect Chutrum and poor-house at Mysore in memory of his Highness, into which the present Government Chutrum of the station, which does not give satisfaction to the public, might merge. The assets of all together will provide ample funds, and it may be supplemented, if necessary, by State grants to form a satisfactory institution. The details of the scheme for the Chutrum and Sanscrit institution will be submitted on these propositions meeting your approval.

No. 79,
Rs. 697. 13. 4.

6. The remainder of the grants, consisting of small amounts, may be divided into two classes:—First, religious and charitable services originated by his Highness or other members of his family, which I propose should be provided for in the Moojrai Department. In most of these cases no additional grants from the State will be necessary, as the temples with which the services are connected are already in the receipt of large grants from the State. The second class are religious and charitable institutions founded by private individuals, which simply receive a contribution from the Maharaja. I propose to award gratuities in all these cases according to length of enjoyment, so as to enable the managers of the institutions to invest the same in land for their support.

7. I must not here omit to notice the Free English School and Hospital founded by the Maharaja at Mysore. They have been properly transferred to the respective Government departments, but I would submit, for the Commissioner's consideration, whether these should not continue to be managed strictly according to the intentions of the founder as free and charitable institutions. The school, the hospital, the chutrum, and relief-house, and the Sanscrit Institution will then remain to commend to posterity the memory of his Highness and perpetuate his well-known liberality and generosity.

Enclosure 3, in No. 20.

From *W. S. Seton-Karr*, Esq., Secretary to the Government of India, Foreign Department, with Governor General, to *L. B. Bowring*, Esq., C. S. I., Commissioner of Mysore (No. 1191); dated 14th October 1868.

I HAVE the honour to acknowledge the receipt of your letter, No. 3455—153, dated 10th ultimo, which gives cover to a Report by Major Elliot on the allowances to religious and charitable institutions paid from the privy purse of the late Maharaja of Mysore, and to a statement showing the manner in which it is intended to dispose of these allowances in

2. In reply, I am directed to inform you that the Viceroy and Governor General in Council sanctions all your recommendations as per letter and statement, with the exception of the items in the latter, Nos. 2 and 3, being those of the Orphan Asylum and the Roman Catholic Church, and 63, 64, and 65, which are religious mutts founded by members of the Royal family and situated within the palace gardens. In these cases his Excellency in Council thinks it expedient and proper to disburse the former allowances, instead of granting gratuities, as proposed by you.

3. The

3. The Viceroy and Governor General in Council is also disposed to entertain favourably Major Elliot's proposal for establishing one good chutrum and poor-house at Mysore in memory of his Highness. This institution should, however, be maintained irrespectively of the other existing chutrums, which it is desirable to keep on their present footing. A separate proposition can be submitted concerning the cost of the building, and the amount of endowment which would be requisite.

4. Your recommendation that fees should henceforth be taken from the pupils of the English school founded by the late Maharaja is approved of by his Excellency in Council, orphans being, however, admitted without payment.

Enclosure 4, in No. 20.

From *L. Bowring*, Esq., Commissioner of Mysore, to *W. S. Seton-Karr*, Esq., Secretary to the Government of India, Foreign Department, with Governor General (No. 3368—148); dated 5th September 1868.

I HAVE the honour to report, for the information of his Excellency the Viceroy and Governor General in Council, the successful accomplishment of the reduction and revision of the palace establishments of the late Maharaja of Mysore, a laborious duty, which, owing to the judicious arrangements of Major Elliot, the superintendent, who was ably seconded by Mr. C. Rungacharloo, has, notwithstanding its formidable nature, been performed so as to command the acquiescence of all those concerned in it.

2. The supreme Government having been pleased to confide to me considerable latitude of action in disposing of this difficult question, I issued to Major Elliot the instructions contained in my letter (No. 718—2), dated 7th May 1868, of which a copy accompanies. These instructions related to a variety of topics which demanded attention, but the most pressing subjects for inquiry were:—1. The reduction and remodelling of the palace establishments; 2. The examination into property, movable and immovable; and 3. The scrutiny into the Maharaja's debts; and of these three matters, the first was obviously that which was most emergent. The sudden revision of overgrown establishments, aggregating more than 10,000 persons, demanded the exercise of great patience, vigilance, and good judgment; and it seemed expedient to authorise liberal concessions, in respect to pensions and gratuities, to those individuals whose service must inevitably be dispensed with. I trust therefore that the Government will not object to the rules laid down in my letter of instructions, although their scope is more advantageous to those concerned than the rules which prevail in Her Majesty's territory. Had it not been for these liberal measures, a satisfactory reduction of the establishments would have been impossible, whereas the onerous and delicate task has been carried out in a complete and efficient manner, and but few complaints have been brought to notice.

3. The number of persons borne on the Maharaja's rolls, exclusive of 619 relations, was 9,687, drawing an aggregate pay of 57,452 rupees monthly, or 6,89,424 rupees yearly: of these, 3,196 persons have been retained at a monthly cost of 19,280 rupees, or 2,31,360 rupees yearly. The reduction has therefore been, both in respect to the number of persons and the yearly cost, about two-thirds of the whole, and is as great as could be safely accomplished at present. Gratuities, on the liberal scale laid down in my instructions, were given to 4,352 persons, at an outlay of 3,02,728 rupees, which, assuming their average monthly pay to have been six rupees, amounted to less than 12 months' pay in all cases; 936 persons were struck off the lists, including those who had been previously dismissed and those who had been dead for some time. Pensions were assigned to 1,116 persons, at a monthly cost of 8,710 rupees, or 1,04,520 rupees yearly. There remain some 87 cases to be finally reported on, owing to absence and other causes.

4. Having given the above abstract of the results attained, I beg to submit the following information given by Major Elliot in his general report regarding the former establishments, the nature of their duties, and the mode of procedure followed in revising the lists. I have also the honour to enclose the schedules as revised, in order that the Government may see at a glance the existing constitution of the remodelled departments. Subject to the confirmation of the supreme Government, I have signified to Major Elliot my approval of the measures taken by him, and have, under the same conditions, sanctioned the revised establishments.

5. At the time of his Highness's death, the various departments were in a most unsatisfactory condition, and many abuses had crept in which it was impossible to remedy, as he persistently refused to admit any interference in the affairs of the palace, clinging with tenacity to the small amount of authority thus left to him. In 1836 these establishments aggregated 6,224 persons, costing 33,530 rupees monthly, but owing to the Maharaja's

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liberality on the one hand, and to the interest made by influential persons on the other, the number amounted recently to 9,687, as above mentioned, divided into 25 distinct departments, which need not be enumerated in detail. A comparative statement accompanies, showing the number of the establishments in 1836, 1868, and according to the revised lists.

6. These departments comprised an entire administration on a small scale, the various cutcherries, such as the treasury, pay office, military department, fort department, public works, and so forth, being fashioned after the model of the State establishments when the Rajah governed the country. It is evident that around each of these departments as a centre a yearly increasing number of officials would grow up, and when we add to this the domestic requirements of the palace, which had its own separate offices, such as religious establishments, the zenana department, the toshakhanah, the treasury, and numerous branches of domestic departments, it is perhaps not surprising that, at the time of the Rajah's death, the aggregate number was so great. The Rajah rarely dismissed a servant, and while there were many fictitious or useless persons on the list, the various services were so mixed up, as to make the task of classification extremely difficult.

7. In revising the establishments, Major Elliot took up the lists of each department in order, examining the nature of the service previously rendered, and determining what number of persons would be requisite for the comfort and dignity of the Maharaja and the rest of the family. Having ascertained this, the men of each department were had up consecutively and examined, and while those who were entitled under the rules to pension were marked off, men of short service and new comers received gratuities, thus leaving for employment in the revised list a diminished number, but the most active and useful members, of the original department.

8. Records of service being frequently not forthcoming, doubtful cases were treated with leniency, and in regard to widows who received the whole pay of their deceased husbands, the stipends were continued in full if enjoyed for more than 20 years, while, if of shorter duration, they were reduced by one-half. No smaller pension than three rupees a month was allotted, and in all cases the kantirai pagoda, worth Rs. 2. 14. 6., was reckoned at three rupees.

9. The system of giving liberal gratuities has been very successful, having not only lightened the pension lists, but enabled many families to invest the lump sums thus received to considerable advantage. Those who are likely to suffer distress hereafter are so-called learned men without an occupation and lazy Mussulmans, both of which classes are, as a rule, in debt; but as most of the Hindoo recipients hold land, and are by habit thrifty, it is believed that they will turn the money received by them to the best account. The principle of giving a month's pay for a year's service was not only sound policy, but intelligible to all, and proved most successful. In the case of young women, it was found desirable to prescribe a somewhat more liberal rule, and the principle was further extended by commuting pensions in cases where the recipients preferred gratuities instead, 30 months' pay being the maximum allowed. The total sum assigned in gratuities was, as stated in paragraph 3, 3,02,728 rupees to 4,352 persons, the whole of which has been paid, except 6,972 rupees on 61 certificates which were refused, and 4,584 rupees on 159 certificates reserved pending the final disposal of the Amrut Mahal Cattle Department. The former of these sums (6,972 rupees) will be credited to Government if not accepted within the current month.

10. Major Elliot has recommended 81 persons for Government employment, and a circular has accordingly been issued to the superintendents, directing them to give these individuals the preference on vacancies occurring in the several districts of the Province, pending which they will continue to receive the pay hitherto assigned to them in the Rajah's abstracts.

11. A small number of the palace sepoy (22) have been enrolled in the Mysore Barr, but this service has not met with much favour, owing partly to the duties being onerous, and partly to the reluctance of his Highness's sepoy to leaving the Mysore Division.

12. Of the total number of pensions mentioned in paragraph 3 (1,116), 832 were allotted to males, 253 to females, and 31 to infirm persons already on the list. The numbers who received full and half pensions are given below.

	On Full Pension.	On Half Pension.	TOTAL.
Male Pensioners - - - -	700	132	832
Female Pensioners - - - -	145	108	253
Infirm Pensioners - - - -	20	11	31
			1,116

In explanation of the small number of men who received half pensions, it is stated that this total (132) comprises servants between 20 and 30 years only, whereas that under the head of full pensions (700) embraces all persons of longer service, extending up to 50 years and more. Moreover, owing to the low pay formerly received, half pensions were so valueless, that many persons preferred gratuities instead.

13. It is to be noted that the majority of the male pensioners are more than 50 years old, so that the stipends will rapidly fall in. At the same time, the existing number is so great, that special arrangements must be made for their payment, in order to prevent fraud and delay. This duty can best be performed, in my opinion, by Major Renton, the town magistrate at Mysore, who is stationary and knows the greater number of the pensioners. There is a further advantage in this proposal, namely, that this officer formerly drew 200 rupees from the Rajah's privy purse for the almost nominal duty of superintending the palace troops. This allowance should now cease, and an equal amount be given to him as pension paymaster. It appears that out of the 1,116 pensioners, 936 elect to receive their stipends at Mysore, and the remainder in other talooks; but in order to induce as many as possible to draw their stipends at Mysore, it might be advisable to pay those who reside in the talooks only quarterly. There are already some 70 pensions payable at Mysore, under the several heads of Two-Lac Fund Pensions, Mysore State Pensions, and Mootufarakat, almost all being of long standing, and the payment of these might also be transferred to the town magistrate.

14. Major Elliot has brought to notice the names of 31 honorary pensioners who have for various periods been drawing stipends from the Rajah's treasury. Where the recipients were old men, the pensions have been continued in full for life, but in other cases a reduced amount has been authorised for a limited term. The aggregate amount sanctioned in 28 such cases is 821 rupees monthly, and in the remaining three cases, a further report has been called for, as Major Elliot proposed to transfer them to the Two-Lac Fund, an arrangement the grounds of which did not seem sufficiently clear.

15. I am uncertain whether the Government wish me to submit detailed lists of all the pensions sanctioned. In every case pension certificates have been granted containing all particulars of name, age, service, amount of pension, and place of payment. These certificates will be checked in the Account Department, and eventually printed for record. An abstract is attached showing the number of pensions of different amounts, the average being about eight rupees monthly per head.

16. Having, in the above paragraphs, reported upon the steps taken to provide for those individuals whose service was dispensed with, I pass on to the revised establishments, which were remodelled according to the system sketched in paragraph 7. An abstract of each of the departments will be found attached to Major Elliot's Report, which shows very clearly the process followed in sifting the various offices, and re-adjusting them according to present requirements. If it is objected that the number still retained is large, it may be urged in reply that the reduction effected is as great as present circumstances will admit.

17. In my instructions of 7th May 1868, it was pointed out that, in revising the establishments, two courses were open; the first being to assign separate establishments to the Maharaja, the Ranees, and the late Maharaja's grandsons, and the other being to retain only one establishment for the whole palace. The latter plan has been adopted, and Major Elliot, in my opinion, rightly concludes that, in regard to economy, good management, sound policy, and a due consideration for the dignity of the family, it is the best way of dealing with the matter. Major Elliot considers that, by following this course, many difficult questions regarding division of property and sufficiency of allowances will be avoided, that mischief-making will be obviated, and he adds that it must not be forgotten that the ladies of the Zenana have no separate right to property of any kind, all of which is vested in the Rajah. These views are doubtless sound, and in accordance with native sentiments on the subject.

18. A separate Report has been furnished by Major Elliot regarding certain religious and charitable allowances made by the late Maharaja to various institutions, which will, when finally disposed of, be submitted apart for the consideration of the Supreme Government.

19. The only branch of expenditure hitherto unreported on is that which relates to the allowances paid to Rajbindes and other members of the Mysore family, and to the current expenditure of the palace. The settlement of these points has been deferred pending an examination of the property, which urgently demands attention consequent on the break-up of establishments.

20. Further reports will also be submitted hereafter regarding the arrangements made:—1, to examine and dispose of the property in the several departments; and 2, to scrutinize the debts. It is stated that 240 claims have been filed aggregating 15 lacs, but I am not in a position to state at present what composition is likely to be effected, as no awards have as yet been passed.

21. The accomplishment in a satisfactory manner of the main portion of the onerous task confided to Major Elliot is a matter of congratulation. He concludes his Report as follows:—"The work on which we have been engaged has been surrounded by difficulties, of which it is impossible to give any adequate idea, necessitating an exercise of the most unceasing vigilance, tact, and laborious research into the records of the past, in arranging the lists and verifying the services of the individual members composing them; and the question of the release of so large a body of men to be distributed to the various departments of labour and art, or to be absorbed in the general community, has been matter of anxiety as well as of congratulation. In laying before the Government the result of what has now been accomplished, and which will greatly facilitate our labours in the settlement of what remains in the departments of property and debts of his late Highness's affairs, I cannot avoid anticipating the close by placing on record the very high opinion I have formed of the value of Mr. C. Rungacharloo's services, in the success which has attended our proceedings, in the accomplishment of what may safely be termed the most important part of the task committed to our charge. His untiring energy, unwearied patience, judgment, and sagacity, have been applied with so much tact and research to the very last closing of the lists, that I attribute in great measure the almost entire absence of complaint or manifestation of discontent to the persevering scrutiny which, through his valuable assistance, has been brought to bear on each individual case." The commendation bestowed by Major Elliot in these remarks on Mr. C. Rungacharloo is fully deserved, and I have great pleasure in bringing to the favourable notice of Government his exertions. Major Elliot himself deserves the highest praise for the tact, discrimination, and excellent judgment shown by him in bringing to a satisfactory issue the important and difficult task now reported on.

Enclosure 5, in No. 20.

From *L. Bowring*, Esq., Commissioner of Mysore, to Major *C. Elliot*, C.B., in charge of Palace Duties, Mysore (No. 718—2); dated 7th May 1868.

To Government, No. 129-10, dated 7th April 1868.

From Government, No. 429, dated 23rd April 1868, not printed.

IN forwarding for your information copies of the letters marginally noted, I have the honour to append the following observations and instructions:—

2. The chief engineer has been requested, with reference to paragraph 4 of the letter from Government, to furnish a sketch map, showing the respective position of the Bangalore Fort, and of the Pettah and Cantonments, which will be submitted to Government, together with a return of the contents of the arsenal. It will not, you will observe, be necessary to take any steps at present for removing the young Maharaja to Bangalore, but it is desirable that the prospect of this contingency should become familiar to the minds of his relatives, and that they should perceive the advisability of its being carried out when circumstances combine to make it feasible.

3. Application has been made to the Madras Government for the services of a competent conductor, to examine and destroy all the guns in the Mysore Fort which are not absolutely required, and should there be any in the Chumrajnugur or other palaces, they should also be similarly dealt with. It is probable that there is an accumulation of muskets and other weapons, as well as of shot and cartridges, which might at the same time be broken up or rendered unserviceable.

4. The Madras Government have been good enough at my request to make over the services of Mr. Rungacharloo for the purpose of aiding you in settling the affairs of the late Maharaja, and this officer while so employed will draw the salary prescribed in paragraph 9 of the letter from the Government of India.

5. The investigation will be divided into three heads, comprising—1, an enquiry into the debts of his late Highness; 2, a scrutiny into the property of all kinds; and, 3, a remodelling and reduction of existing establishments.

6. In regard to the debts, a notification will issue from this office directing all those persons who have claims against the late Maharaja, either for money lent or for goods supplied, to make known the same to you within the space of three months from 15th May. It is to be noted that all such claims must date from a period subsequent to the settlement effected conjointly by yourself and Dr. Campbell in 1864, and that no claims of an anterior date will, under any circumstances, be admitted. The principles then followed in adjusting the claims will be adhered to in the present instance, the awards being made as a concession on the part of the Mysore State, which, under the orders of Government of India, is not responsible for the debts incurred by his late Highness. It will be clearly shown in the notification to be issued from this office that the awards will be rather in the nature of a commutation than of a judicial decree, and the decisions arrived at by you will therefore not be subject to appeal in the judicial courts. I need scarcely point out that, in respect to household supplies and cash lent, it will be desirable to take a more liberal view than in the case of goods furnished, the charges for which are generally exorbitant. Opportunity should be taken of this enquiry to redeem any valuable jewellery which may have been pledged for money lent.

7. In

7. In regard to the property, it appears necessary to classify it first under the heads of movable and immovable. The former consists of live-stock, jewellery, and miscellaneous property, and the latter of houses, gardens, grazing lands, &c.

8. Application has been made to the Commissary General, Madras, respecting the elephants and camels, of the former of which only a limited number should be retained, say 12. The others may be made over on valuation to the Commissariat Department, and those which are rejected by it be sold by public auction. It is probable that a large number of cattle will be taken over readily by the Amrut Mahal Department, and Captain Magrath may be requested to inspect the several herds at a convenient time, and to select such as may be required by him. It is understood that the total number is about 4,000, and 1,000 will probably suffice for the palace establishments. Major Ramsay has kindly volunteered to inspect the horses, and it occurs to me that it will not be necessary to retain more than 20 or 30 of these animals. Old and unsaleable horses might be given away to avoid any expenses for their keep. Any other live-stock not absolutely required for the young Maharaja and his relatives, or for recreation, might be sold.

9. All jewellery and valuables should be carefully catalogued, and priced, if possible. It is suggested that a Toshakhanah be formed under the charge of some responsible official, in which valuable jewels and other property may be deposited, and from which they may be taken out when required. Miscellaneous property in the several palaces and garden-houses should also be invoiced, but as it is probable that most of this would be liable to be misappropriated and spoilt, I would suggest placing in the Toshakhanah the more valuable portion, leaving the several buildings comfortably rather than handsomely furnished, and disposing of superfluous useless things. In the case of valuable jewels or other property used in religious worship, it will, I presume, be sufficient to hold the head officiator responsible for their safe custody. Your attention is generally directed to the orders of Government to the effect that the dignity and comfort of the young Maharaja should be consulted in disposing of all the property.

10. It is believed that there are many houses in Mysore, and possibly elsewhere, belonging to the Maharaja. It appears desirable to fix a moderate rent on these in all cases, with a view to asserting the proprietorship of them.

11. There is no information in this office regarding gardens or other lands, excepting kawuls, possessed by the Maharajah. It may be necessary to reserve pleasure gardens outside the town for the use of his Highness, but all others should, in my opinion, be rented out.

12. The kawuls, or grazing lands, will form the subject of a special reference to Captain Magrath, for, as it is not intended to retain for the Rajah's use more than 1,000 head of cattle, it is obvious that a considerable number of kawuls may, with advantage, be made over to the Amrut Mahal Department. I would, however, stipulate that the best grazing lands be, in all cases, reserved for the Rajah's cattle, sufficient, that is, to provide for the requirements of 1,000 head, as mentioned. It is requested that a report on this subject be made as soon as convenient.

13. The revision of the late Maharaja's establishments will demand the exercise of great discretion, firmness, and patience, but as the Government of India have intimated that the arrangements should be framed on a liberal basis, and have not circumscribed us as to time, I am in hopes that, with your aid, a satisfactory solution may be arrived at within a reasonable period.

14. You will observe from my letter to Government that all the establishments should be classified, showing the number of persons, educated and uneducated, who may with advantage be retained on the establishments of the Maharaja and the other members of the family, as also those who may be drafted into Government employ, and those again who from age and incapacity should be pensioned or receive gratuities. It is probable, also, that many individuals may be struck off altogether.

15. It is, of course, highly desirable to ascertain what number of persons may reasonably be entertained for palace duties, but the consideration of this point must necessarily depend greatly upon the actual strength, as also upon the system of allocation. As we are, however, bound to reduce within reasonable limits the present overgrown establishments, it appears to me essential to assign a fixed sum for the establishments and the maintenance in suitable dignity of the young Maharaja, as well as for those of the ladies and the connections of the family. It is, at the same time, not desirable to burden the fixed establishments with old and incapable persons, and I therefore propose to form a pension list, which should not exceed the interest of the 30 lacs invested in Government securities. It is believed that this will provide for the stipendiaries who may appear entitled to consideration, as well as for all dependants and servants whose services are not required, but who have a claim to support.

16. By eliminating the above, it will be comparatively easy to assign such a sum as may suffice for the establishments and general expenditure. It appears to me that for the young Maharaja and his immediate retinue and dependants, as well as for his household and miscellaneous expenses, the sum of three lacs yearly should amply suffice, and that a

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similar amount would fully cover all the outlay attendant on the establishments and expenses of the ranees, rajbindes, the other connections of the family, and such stipendiaries as may not be borne on the pension list. The total amount thus indicated is six lacs yearly, and it is desirable, if possible, to keep within this amount, so as to provide for any unavoidable extension which cannot at present be foreseen.

17. A point of considerable importance remains for consideration in connection with the subject, namely, whether the palace establishments should be maintained, in reduced proportions, intact as one single establishment, or whether it is desirable to assign to each of the Ranees or others separate retinues, to be paid for by themselves out of fixed monthly allowances. The latter course seems at first sight more easy, as keeping the Government free from all the embarrassments attendant on the periodical expenses and pay of establishments of the ladies referred to. On the other hand, it is possible that control over expenditure would, under this arrangement, be difficult, and that rivalry and ill-feeling might arise between them. It is necessary, therefore, to consult their wishes on the subject, and to frame such proposals as may be acceptable to them, provided that no extra expenditure would thereby be incurred. It should also be ascertained whether it is expedient to assign separate establishments to the young Maharaja at this early stage.

18. The next class consists of those persons who are not required on the palace lists, but who are fitted for Government employ. On your submitting a list of the educated portion of these, with remarks on their qualifications, age, and the pay hitherto drawn by them, a circular will be addressed to superintendents requesting that, on the occurrence of vacancies in divisions, districts, and talook establishments, preference may be given to these persons. Of the uneducated portion, some may be drafted into the Silladars and Barr, some into Talook police, and some possibly into Native Sepoy regiments, a reference being made to commanding officers. Regarding those fitted for service in the Mysore force, reference should be made to the Military Assistant, and regarding those suited for police work, to the several superintendents.

19 Pensions and gratuities may be granted under the following rules :—

- I.—Pensions at full rates of pay to be given to persons of 30 years' service and upwards, provided they are of 50 years of age.
- II.—Pensions at half rates of pay to be given to persons of between 20 and 30 years' service, provided they are of 50 years of age.
- III.—Persons of less than 20 years' service, and who may be under 50 years of age, will receive gratuities at the rate of one month's pay for each year's service; on the understanding that no gratuity is to consist of less than six months pay, or of more than 30 months' pay.
- IV.—Persons under 50 years of age, and of service of 20 years and upwards, may also at option receive gratuities of one month's pay for each year's service, in lieu of pension, when not retained for service in the palace.
- V.—Persons retained at once on the revised palace establishments will receive neither pension nor gratuity.
- VI.—Maintenance allowances given to old servants, or other old and infirm persons or widows, to be continued for life.
- VII.—Persons receiving pensions are not debarred from Government employ, but if employed, their pensions will merge in their salaries. Service under the Rajah to count, however, towards a Government pension.
- VIII.—Persons receiving gratuities are not debarred from Government employ if found fit for service.
- IX.—Cases where special indulgence is advisable, owing to hereditary service, relationship, or incapacity, will be separately reported on.

20. These proposals may appear somewhat unduly liberal, and may be revised should you think this necessary; but it must be remembered that the pay of all the late Maharaja's servants was so small, that special indulgence is expedient, while at the same time the number of persons concerned is so great, that, unless considerable liberality guides our proceedings, the settlement of his Highness's affairs, and particularly the revision and reduction of the establishments, must be prolonged, and the task would thus be rendered more onerous and tedious.

21. Should you require instructions on any points besides those above enumerated, you will, of course, address me on the subject.

22. I may add that it will be necessary, in due course of time, to submit reports to Government of the proceedings of yourself and your assistant, and I would suggest that, instead of preparing a single report of all the transactions, it will be preferable to furnish separate statements of the adjustment of the details of each department as it is finished. As the inquiry will probably occupy at least six months, it is desirable that the work should be done thoroughly, though gradually, so that no portion of it may need subsequent revision.

Enclosure 6, in No. 20.

From Major C. Elliot, Superintendent, Ashtagram Division, in charge, Palace Duties, to L. B. Bowring, Esq., C. S. I., Commissioner of Mysore (No. 51); dated 31st August 1868.

I HAVE the honour to submit, for your approval, 12 lists* of establishments which I have retained for palace work, amounting to 3,196 men, at a monthly cost of 19,280 rupees, and beg to offer a few observations in explanation of their general disposition and arrangement.

* Abstract only printed.

2. The establishments are divided into three cutcherries and eight minor departments, with a general office of management, as detailed below :—

	Number of Men.	Amount of Pay.		
CUTCHERRIES:		Rs.	a.	p.
Armanai Dufter - - - - -	16	263	-	-
Killay - - - - -	586	4,335	-	-
Zillo - - - - -	424	2,326	-	-
MINOR DEPARTMENTS:				
Religious, Chamoondée Totty - - - - -	251	2,268	-	-
Out-door servants, Avasarada Hobly - - - - -	404	2,244	-	-
In-door servants, Samookada Ooligai, Khas - - - - -	306	1,620	-	-
Ditto - - - ditto - - - Zenana - - - - -	426	1,475	8	-
Stables, Aswasala, Gujasala - - - - -	132	799	8	-
Cows, Kurrohutty - - - - -	152	501	-	-
Maramut - - - - -	206	1,280	8	-
Gardens, Bagayet Imarut - - - - -	213	1,025	-	-
GENERAL OFFICE:				
Treasury, Tosheekana, correspondence and accounts, supplies, Modeekana.	80	1,130	8	-
	3,196	19,268	-	-

The term "cutcherry" is confined to the three most important departments, which are more prominently connected with the state and dignity of the palace, and over which the leading members of the Maharaja's relations will be continued as honorary buckshees, their allowances being separately provided for under the head of relations. The remaining establishments, which are of a more private and personal character, will be styled elakas, and will each be superintended by one or more paid servants under the name of goorkars, whilst the accounts and pay lists will be kept by a sheristadar, assisted by one or more goomashtahs, according to the strength of the establishment requiring to be superintended.

3. The Armanai Dufter Cutcherry is a general office of record for the palace, to which all papers requiring to be preserved will be transferred from time to time by the several elakas. It will also keep the genealogy of the Maharaja and his relations, rules of precedence, customs, inventories of palace property, &c. &c. The rajbindes and other men of honour are borne and paid on this establishment. Balayraj Urs, who is now the nominal head of this cutcherry, is the late Maharaja's maternal uncle's second son, and his family has, ever since the restoration of the Mysore dynasty, been regarded as the head of the clan. He is now styled the Samookada Goorkar, a title distinctively held by his father, but as the name goorkar is now applied to the head of every petty elaka, I propose to alter his designation to that of Armanai First Buckshee. His son, Nanjaraj Urs, who has for several years been the head of the Killay Cutcherry, which is no longer retained as a separate office, will be made Second Buckshee of the Armanai Cutcherry.

Armanai Dufter Cutcherry.

4. The designation Barr Cutcherry will no longer be retained, being more properly applicable to the general sepoy force of the Commission. The sepoy establishment retained for palace work will be hereafter more appropriately called the Killay Cutcherry, being intended simply to provide guards for the fort and palace, and escorts of body-guard. The force retained consists of eight companies, each comprising 48 sepoy, four havildars, four naiks, one subadar, and two jemadars, capable of providing eight guards, besides 36 body-guard men, a few golundauze, and a complete band. One of the eight companies will be permanently placed at the disposal of the Zillo Cutcherry, to provide necessary escorts from time to time to the Rajah and his relations, whilst the remaining seven companies will be barely sufficient to provide the permanent guards required, with the necessary reliefs. Chick Veerappajee Urs, who continued as the honorary buckshee of this cutcherry, is a brother's son of one of the late Maharaja's stepmothers, Cheloovajee Ammannee.

Killay Cutcherry.

Zillo Cutcherry.

5. The Zillo Cutcherry is intended to regulate and undertake all arrangements connected with escorts and processions. It comprises the whole of the Rachaiwar and Ballay forces. The former are chiefly employed as trustworthy guards in the interior apartments of the palace, where admission is not allowed to the more miscellaneous classes of sepoy. The Ballay or spearsmen provide some of the outside guards, but are more extensively employed as escorts for the Rajah and his relations. They represent the class (though now much mixed up) of the Beder peons so famous in the former Carnatic warfare, a class addicted to hunting, and noted for their great daring, hardy habits, and strong attachment to their masters. The number of these forces retained amounts to 90 Rachaiwars and 210 Ballays, with their ranks and native bands; they are only just sufficient for the guards and escorts required. A full escort of Zillo confined to state occasions comprises 343 men of all ranks; a Khas Zillo, escorting the Maharaja and the Ranees on ordinary occasions, consists of 42 men. The escorts furnished to the other members of the palace have been reduced to 19 men in the case of the two grandsons, and to 12 for other members of the palace. A separate list B of the different kinds of guards as now maintained for the fort and palace, after considerable reduction, is also herewith submitted.

Chammappajee Urs, the Second Buckshee of the Zillo Cutcherry, is another brother of Cheloovajee Ammannec, the late Maharaja's stepmother, and is the eldest and most respectable member of the Rajah's relations. He has kept his office in an excellent state of discipline, and his presence will be of considerable value in the management of the palace affairs. His son, Bussappajee Urs, who was given in adoption to his eldest brother, is the First Buckshee of the same cutcherry.

I consider it good policy thus to continue the above five relations as honorary buckshees, an arrangement which, whilst it costs nothing to the State, will preserve the only field of distinction which is open to them, and at the same time provide that conservative moral influence in the palace which is specially desirable during the period of the young Maharaja's minority.

On the other hand, the customs of the palace equally provide for the reasonable ambition of old and distinguished servants of other classes, who used to be put on an honorary list of moosahibs, a species of privy councillors, so as not to encumber the list of working establishments. They will attend durbars and other state occasions, in which they will be allowed certain rights of precedence. I propose to retain on the above list the seven personages marginally noted. The first four of them, who are members of distinguished families, have already received the title during the late Maharaja's lifetime, and I now propose to add to the list the three others, who will now retire from the palace service on full pension. The distinctions will be entirely personal, and held at the pleasure of the Government.

Goondappah, son of Seebiah, Moosahib.
Ragavandra Rao, son of Hiranappah.
Gungadara Rao, grandson of Gungadara Rao.
Beema Rao, grandson of Vasa Rao.
Narasappah, Kajana Buckshee.
Goolloor Soobannah, Moosahib and Dewan
Cutcherry Sheristadar.
Bagavut Soobba Rao, 2nd Buckshee of Bokus.

Religious Establishments.

6. The remainder of the establishments may be arranged under four general heads, the religious, the in-door, the out-door, and the outside establishments.

7. The religious, or Chamoondie Totty, as now retained, comprises 96 religious employés of different kinds, 100 pundits, 12 honorary religious men, besides 13 young men, sons of distinguished pundits, now in receipt of pay which, it is proposed, should be converted into scholarships, to enable them to prosecute a course of combined instruction in English and Sanscrit. The 100 pundits have been retained out of a large number of 460 by strict system of selection, which left only men of admitted reputation, residing either in Mysore or in its immediate neighbourhood, and in receipt of their salaries for a considerable time. 22 on the list are acknowledged as the leading men in the different branches of philosophy, and have been placed at the head to represent those sciences, and to continue to give instructions in them to the people. The remaining 78 form a general class of pundits, a large assemblage of whom is a necessary feature in the celebration of every state and religious ceremony in the palace, and their number even in 1836 was the same as that to which it has now been reduced. Their pay is personal, but in the case of distinguished men it may be continued to their heirs, if eligible and qualified. The 12 honorary religious men are the sons of the gooroos of the chief mutts located in the Mysore country, who were brought on the list on their fathers taking the religious orders. This consideration it will be necessary to continue for life.

To the above department has been added the other liberal professions, comprising four professors of music and 14 physicians; the latter is too large a number for the requirements of the palace, but were selected out of 86 men who were previously on the list, to represent the different schools of native medical science. Their number will be further gradually reduced as vacancies occur.

Indoor Establishments.

8. The Samookada Ooligai comprises the in-door servants, who are subdivided into two departments, the Khas and the Zenana. The former comprises the cooks, water-bearers, and other personal attendants, to the number of 290, besides nine religious lingayets, which latter will lapse as vacancies occur. The number in this and other similar departments is unavoidably doubled, owing to the system of working by turns. It will be impossible to make any alteration in this system without very considerable increase of pay, and it has, further, the advantage of providing in readiness double the number of men when required for great occasions.

Under

Under the Zenana Department of the Samookada Ooligai have been placed three distinct services, Itty Ooligai, Gollurs, and Avairs. The Itty Ooligai consists of insignia-bearers for State occasions, who are utilised on ordinary days as water-bearers and other servants for the Zenana.

The Gollurs are a useful class of servants, who keep the keys of all the apartments in the palace, and wait at doors for general attendance and watch, and all sorts of miscellaneous services. A considerable number of them being employed for the Zenana work, the whole establishment has been placed under the goorkars of that department, for the sake of convenience.

The Avairs, or female attendants, are the servants proper of the Zenana; their number has been reduced from 606 to 277, and will admit of a still further reduction hereafter.

	No.
Pensions confirmed - - - -	7
Disposed of on discretionary gratuities	133
Dead and dismissed - - - -	11
Tynath without names dismissed -	140
Absent and requiring to be settled -	38
Retained - - - - -	277
	606

9. The name of Avasarada Hobly has been retained for the whole establishment of out-door servants, though not sufficiently expressive or indicative of the various offices undertaken. It contains numerous classes of out-door attendants and servants, harkaras, urzbaigs, bhuts, kattigaiwallabs and chobdars, or Hindoo and Mahomedan peons, six complete sets of bearers, a number of umbrellah-holders, farashees, washermen and other servants, a staff of mashalljies, or torch-bearers, and a considerable number of musicians and nuggarkana, and a much reduced staff of native dramatic actors, the details of which are shown in the list C accompanying.

10. The outside establishments are four in number, the Aswasala and Gujasala, or the horses, carriages, and elephants, which, together with cart bullocks, have been placed under one goorkar. They provide for an establishment of 44 horses and 14 elephants, including the State horse and elephant, and 30 pairs of cart bullocks, which is all that has been retained out of the very large number of these descriptions of live stock previously maintained, as shown below :—

Elephants - - - - -	32	1 State Elephant.
Camels - - - - -	13	8 Large Elephants.
Horses, Body-guard - - - -	85	6 Small ditto.
Carriage, Stable, or Posting Department	95	1 State Horse.
Khas Aswasala - - - - -	103	2 Pairs of Carriage Ponies.
Cart Bullocks - - - - -	150	12 Pairs of Carriage Horses.
		3 Riding Ponies.
		12 Riding Horses.
		60 Cart Bullocks.

Arrangements have been made for the elephants bringing their own forage, and the grass for the cattle is also brought in carts from the grazing grounds. The expediency of similarly providing for the horses requires future trial; meanwhile the expense of the grass-cutters for the horses, as well as those employed to cut grass in the kawuls for the elephants, cows, and bullocks, will be defrayed as a contingent charge, as it is not deemed expedient to bring them on the permanent list.

The Kurrohutty, or cattle establishment, has always been an extensive one in the Mysore Palace, comprising, besides the cattle required for palace use, a considerable cattle-breeding establishment, or “Mundé Charoi.” It is proposed to sell the cattle in the latter department, and to rent out the kawuls connected with them, mostly to the Government Amrut Mahal, and such as may not be wanted by them to private individuals.

The cattle and kawuls retained for palace use are as shown below :—

Number of Cattle.		Number of Kawuls.	
Cows - - - - -	493	For Grazing at Mysore and outside	22
Calves - - - - -	287	For Cutting Grass - - - -	5
Buffaloes - - - - -	17		
Ditto, Calves - - - - -	9		
Bulls - - - - -	57		
TOTAL - - - - -	863		27

And the establishments shown in the list now submitted provide from them alone, those connected with the Mundé Charoi being reserved separately, to be dismissed with gratuities as soon as arrangements for their disposal shall have been completed.

The Maramut and Miscellaneous Departments comprise a staff of workmen and artizans of different kinds, and a staff of kamaties and chengoolies for sweeping the palace, besides a reserve for miscellaneous duties and minor repairs. Some of the items of artizans will admit of further reduction on the occurrence of casualties, but the wants of the extensive palace

palace buildings, more or less old and dilapidated, require a considerable number to be maintained for the present. They are, however, much reduced from what they used to be before, considerable numbers of them having been dismissed on gratuities and pensions.

The last item of outside establishments relates to the various outside gardens, bungalows, and buildings, both in and out of Mysore. Proposals will be made for the sale of the useless portions of them; and others, which it may be considered proper to retain, will, for the most part, be rented out. The only gardens which will be retained under direct management are those attached to the two large pleasure bungalows in Mysore (Juggen Mohun and Lokarunjun Mahals), and an extensive fruit garden under the Mysore tank, known as Madoovanum, and three fruit gardens at Seringapatam contiguous to one another, so as to form one garden, which, enjoying great convenience of water, ought, if properly managed, to more than save the cost of the establishments maintained for them, especially in the item of vegetables and fruits now purchased for palace use. Some small establishments are also provided for the charge of the palaces at Churajnugur and Nungengode, the bungalow in the Lal Bagh at Bangalore, the bungalows and tombs of his Highness's parents at Seringapatam, and the four churums situated on the four roads leading out of Mysore. It having been considered desirable to retain a considerably reduced staff of 30 jettys, in consideration of their long connection and attachment to this palace, they have also been thrown into this list, the better to utilise their services for the charge of some of the bungalows, whilst a small staff of 12 men is kept in attendance at the palace.

General Office.

11. The general office, to work under the immediate orders of the officer in charge of palace duties, will comprise a small staff of clerks and accountants, and a comparatively small treasury and supply establishments. The treasurer's work will chiefly consist in the payment of all the establishments; he will be entirely disconnected from all the purchases, and will only hold charge of such cloths and valuables as are required for immediate expenditure. All larger payments will be made direct from the Government Treasury on the cheques of the officer in charge of palace duties.

The supply establishment will look to the due delivery of all articles of ordinary consumption, which will be generally contracted for by open competition, and prepare them for palace consumption. It will purchase directly only the smaller articles, all large purchases being settled directly before and in presence of the officer in charge of palace duties, and, as far as practicable, by competition.

12. I have given the above somewhat lengthened sketch of all the establishments in order that the whole organisation may be seen in their fullest detail. Large as the reduction has been, from 10,000 to 3,000 men, it has been for the most part effected by dispensing with old and inefficient servants, and superfluous or idle hangers-on; and no service, however minute, has been left unprovided for, as will be seen from the accompanying abstract list of the establishments retained.

One of the most considerable items of reduction consists of the large numbers of servants deputed to serve under numerous relations and dependants. They have, as a rule, been wholly dispensed with. The only (Tynathee) servants attached to non-residents of the palace now continued are a kattigaiwallah, a chobdar, and four nuggarkana, and a sepoy guard of six men to each of the five sons-in-law, and a sepoy and Rachaiwar guard to the Mutt of the Parakala Swami, the Gooroo of the Maharaja.

The establishments retained provide for the whole service of the palace, consisting of the young Maharaja, six members of the Zenana, and two families of grandsons; and these will, for the most part, be found sufficient, even on the contemplated removal of the young Maharaja to Bangalore for his education.

Rates of Pay.

13. It now only remains to notice the modifications which it has been found necessary to make in the salaries of the establishments retained. Admittedly low as these salaries are, I have not deemed it expedient at once to propose any general system of increase, but it appeared to me desirable, nay, inevitable, to get rid of the multifarious rates of pay which prevailed amongst the same class of servants, to raise a few of the notoriously low rates of salary, and to simplify matters by dispensing with the very inconvenient fractions, which resulted from fixing the salaries in Kantirai Pagodas, the current value of which is Rs. 2. 14. 6. This last measure has been accomplished by taking three rupees as the equivalent of the Kantirai Pagoda, so far as regards the salaries of the establishments, which resulted in a very slight increase throughout the whole. In the lower grades, in which the salaries consisted of fractional parts of pagodas, giving fractional parts of rupees, even after the above conversion, a further process of simplification was found necessary by allowing a whole or a half rupee in lieu of fractions.

14. Referring to the detailed and abstract pay lists submitted for the details of the salaries as now fixed, I may here briefly state that of sepoys retained there are three companies on seven rupees, two on six, and three on five; the few body-guard men receiving nine and seven, and the Golundauze, seven and six rupees; of Rachaiwars, five parties of 10 men, each get six rupees, one party five, and three parties four rupees, six men forming the Bichguttee guard alone receiving seven rupees; of Ballays, or spearsmen, there are three hoblies of 24 men, each on five rupees, three and a-half on four

four and a-half rupees, and one and a-half hobly on four rupees. The pay of the kattigaiwallahs and chobdars has been fixed at five rupees, whilst for other peons in the several departments there have been provided three grades of four, four and a-half, and five rupees. The Brahmin harkaras or peons get seven rupees, the bearers four and a-half rupees, the kahars, a special class of bearers, six; the mashalljies employed within the palace four and a-half, those outside three and a-half rupees. The country musicians, whose work is not heavy, have been left on three rupees. The pay of the paracharakas in the Chamoondee Totty is generally four and a-half rupees; the prevailing rates amongst the great bulk of the people in Samookada and Itty Ooligais, which comprise the cooks, water-bearers, and other in-door personal attendants, are four and a-half and three and a-half rupees, which latter rate it has not been considered necessary to alter, as the servants in both these departments have the benefit of getting their food in the palace on the alternate days on which they work. The rates of pay amongst gollurs were four and a-half and three, which latter has now been raised to four rupees. In fact, four rupees has been assumed now as the minimum pay for all uneducated servants, the only exceptions being the cowherds, who get three and a-half rupees at Mysore, and three and two and a-half in the Charais, the kannaties, who are paid three and a-half at Mysore and three outside, and the chengoolies, females and boys, two and a-half and two rupees respectively. It was also found necessary to raise the pay of the syces to five, and the cart drivers to four, in order to get a proper day's work out of them; the pay of the mahouts and gudaikars has been raised respectively to seven and five rupees, they being deprived of certain allowances of rice which they have hitherto enjoyed, and being now compelled to bring the forage for the elephants, instead of purchasing the same in the market. The corresponding pay in the Government commissariat is nine and eight rupees. In considering these small increases of pay which have been given as above, it is necessary to bear in mind that a variety of perquisites, which several classes of servants had opportunities of earning, have been now more or less completely put a stop to.

15. Some small increase had also to be given to the avairs, or female attendants in the Zenana, who were allowed rations with an annual pay of 16½ rupees, which has been now raised to 24, or two rupees per mensem. This may not be found adequate to secure the free and willing services of sufficiently respectable women, but it is a complex service, which would require further regulation hereafter on the numbers gradually diminishing.

16. In explanation of the low salaries of the kawulgars employed in the kawuls or grazing farms, I beg to state that they are generally cultivating ryots of the same village, who give but a portion of their time to the work. The pay of the several classes of workmen has also been left untouched, as this department requires a further revision, and some reduction hereafter on the exigencies of the service being better ascertained.

17. The higher ranks in all the departments, which were numerous, have also been considerably simplified, in consequence chiefly of the abolition of useless grades and sinecures, and the incorporation of several departments under one head, which rendered it necessary to fix the salaries of the few retained on a somewhat more liberal scale than before. Amongst the educated servants generally, no increase of pay has been made beyond that secured by the new rate of conversion, but I have found it necessary to raise a few of the lowest rates. Salaries of three pagodas (nine rupees) and under have been raised to 12 rupees, which has been assumed as the minimum for the educated class of servants, so as to bring them all under the Government Pension Rules; and four pagodas (12 rupees) have been raised to 15 rupees where the incumbents were more than 10 years standing, persons of shorter service being left on 12 rupees. The minimum pay of Goorkars and Sheristadars has been fixed at 18 rupees. As the number of the superior classes of servants has been considerably reduced, the cases in which the above increase had to be given are very few, and involved an additional cost of only about 100 rupees.

18. The few cases in which the increase of pay proposed requires prominent notice are noted in the margin. The necessity of the increase in the first case has already been admitted, and it is equally obvious in the next four, which all provide for responsible heads of distinct establishments. Numbers four and five have a special claim to the increase, as his late Highness, in order to prevent their seeking employment elsewhere, gave them additional salaries in the names of their children, to the extent of 70 rupees in the one, and 20 rupees in the other, of which they have both been now deprived. This mode of remunerating servants by additional pay to relations has been not unfrequently resorted to by his Highness to avoid giving rise to other claimants. The pay of the few other English clerks is fixed so as to secure qualified hands, and to admit of a regular gradation. The four English clerks and accountantships will, for the present, remain vacant, as there are none eligible for them on the palace establishments, and a few goomastahships found necessary in different departments are also kept open to provide for such of the men thrown out whose claims may hereafter appear deserving of consideration.

	Former Pay.	Proposed Pay.
	<i>Rs. a. p.</i>	<i>Rs. a. p.</i>
1. Commandant of Barr Cutcherry	29 1 5	60 - -
2. Goorkars, Maramut Department	43 10 2	50 - -
3. Sheristadars, Modeekana or Supply Department.	34 14 6	45 - -
4. Head English Clerk - -	70 - -	100 - -
5. Head English Accountant - -	58 2 11	80 - -

68 CORRESPONDENCE RELATING TO THE RE-ESTABLISHMENT

19. The numbers of the superior educated class of servants at different rates of pay are shown below, and, it will be seen, provide for a regular scale of promotion :—

	At Rupees												Total.
	80 to 120.	50 to 70.	40.	36 and 35.	30.	27.	25 and 24.	21 and 20.	18.	15 and 14.	13, 12 and 11.	10 and 10½.	
Treasurers, Managers and Gurukars	6	1	4	3	2	—	—	1	3	—	—	—	20
Sheristadars - - - -	—	—	2	5	3	2	—	1	4	—	—	—	17
Goomastahs - - - -	—	—	—	—	1	—	1	3	—	14	22	—	43
English Clerks - - - -	—	2	—	2	1	—	—	—	—	—	—	—	5
Shroffs - - - - -	—	—	—	—	—	—	—	—	—	1	1	3	5
Darogahs - - - - -	—	—	1	—	—	—	—	3	1	—	2	2	9
Military and Band - - - -	—	2	—	—	—	—	—	7	4	10	18	6	47
Other classes of Peons, &c. - - -	—	—	—	—	—	—	2	—	2	12	6	8	30
Workmen - - - - -	1	—	—	—	—	—	1	2	—	4	4	10	22
Pundits and Physicians - - -	—	—	3	—	1	5	2	7	2	13	21	5	59

20. The increase over former salaries secured to the establishments retained by the proposed revision amounts to 2,314 rupees, or about 13½ per cent., and has been generally given to the sepoy and other semi-military classes and syces, who have all hard work to perform, and require a slight addition to their pay. The increase given was generally a rupee a head. In the other departments the increase is small, and results entirely from the compounding of fractions.

21. On the whole, order may be said to have been worked out of chaos. It is unnecessary here to allude to the extremely complicated state of things which has been superseded, the multifarious and unequal rates of pay, the multiplicity of ranks, and the confused scattering of the same description of establishments over different departments, which rendered it difficult to foresee the effect of the disposal of a particular department, and necessitated (though in a very few cases) the re-entertainment of servants at first dispensed with. Whilst all the servants on the old establishments who were deserving of consideration have been retained, their services have been utilized without loss of pay to any (except in a few cases of very recent appointment), and by slightly raising a few items of pay here and there, the whole has been worked into a regular scheme of establishment, which will not require any material alteration hereafter. I trust it may meet with your approval and sanction.

22. As regards the future conduct of the establishments, I do not advocate a sudden introduction of the leave and other rules regulating Government establishments, but the Government Pension Rules can at once be adopted as regards the superior classes of servants drawing more than 10 rupees pay. As persons who have completed 30 years' service have, with very few exceptions, been pensioned, those retained cannot complain of any loss from their present condition in the half-pension, which is the maximum sanctioned by the Government Rules; and further, they will have the benefit of the wider prospects held out by the general service, of which the palace establishment will become virtually a part. The lower grades of servants, to whom six months' gratuity is the maximum retiring allowance accorded by the Government Rules, will be the great sufferers by the change, and special recommendations for pensions may have frequently to be made in such cases; but this can to a great extent be avoided by providing the deceased or retiring servant's relations with the last place, if they are eligible for it, and which will in general be received as a sufficient consideration.

Enclosure 7, in No. 20.

ABSTRACT.

NAME OF DEPARTMENT.	Number.	Cost.
		<i>Rs. a.</i>
ARMANAI DUFTER - - - - -	16	263 -
KILLAY CUTCHERRY - - - - -	586	4,335 -
ZILLO CUTCHERRY - - - - -	424	2,326 -
CHAMOONDEE TOTTEE - - - - -	251	2,268 -
AVASARADA HOBLY - - - - -	404	2,244 -
SAMOOKADA OOLIGAI, KHAS - - - - -	306	1,620 -
SAMOOKADA OOLIGAI, ZENANA - - - - -	426	1,487 8
ASWASALA, GUJASALA - - - - -	132	799 8
KURROHUTTY - - - - -	152	501 -
MARAMUT ESTABLISHMENT - - - - -	206	1,280 8
GARDEN ESTABLISHMENT - - - - -	213	1,025 -
GENERAL OFFICE - - - - -	80	1,130 8
TOTAL - - -	3,196	19,280 -

Enclosure 8, in No. 20.

STATEMENT showing the Comparison of Old and New Salaries for the Establishments retained.

DEPARTMENTS.	Number of Persons now Retained.	Former Salary.	Add New Salary of Persons re-entertained, or of Appointments newly Opened, for whom there are no former Salaries.		Total of Former Salary.	Amount of Proposed Salary.	Increase.
		<i>Rs. a. p.</i>	<i>Persons.</i>	<i>Rs. a. p.</i>	<i>Rs. a. p.</i>	<i>Rs. a. p.</i>	<i>Rs. a. p.</i>
Armanai Dufter - - -	16	209 14 7	7	38 - -	247 14 7	263 - -	15 1 5
Killay Cutcherry - - -	586	3,586 6 2	-	- - -	3,586 6 2	4,335 - -	748 9 10
Zillo Cutcherry - - -	424	1,912 8 8	4	16 - -	1,928 8 8	2,326 - -	397 7 4
Chamoondee Totty - - -	251	2,061 2 9	8	49 8 -	2,110 10 9	2,268 - -	157 5 3
Avasarada Hobly - - -	404	2,021 5 1	21	101 8 -	2,122 13 1	2,244 - -	121 2 11
Samookada Ooligai, Khas -	306	1,542 13 11	-	- - -	1,542 13 11	1,620 - -	77 2 1
Ditto - ditto Zenana -	149	822 9 10	-	- - -	822 9 10	933 8 -	98 14 2
Ditto - ditto Avairs -	277	380 - -	-	- - -	380 - -	554 - -	174 - -
Aswasala, Gujasala - - -	132	522 5 7	23	111 - -	633 5 7	799 8 -	166 2 5
Kurrohutty - - - - -	152	428 14 4	-	- - -	428 14 4	501 - -	72 1 8
Maramut Establishment -	206	1,196 - 8	10	28 - -	1,224 - 8	1,280 8 -	56 7 4
Garden Establishment - -	213	759 2 11	58	190 8 -	949 10 11	1,025 - -	75 5 1
General Office - - - - -	80	734 11 2	6	241 - -	975 11 2	1,130 8 -	154 12 10
TOTAL - - -	3,196	16,177 15 8	137	775 8 -	16,953 7 8	19,280 - -	2,314 8 4

C. Elliot, Major, Superintendent,
Astagram Division, in charge Palace Duties.

Enclosure 9, in No. 20,

COMPARISON of the Numbers of ESTABLISHMENTS now Retained with those in 1868 and 1836 (exclusive of Relations not yet settled).

	As in 1836.	As in 1868.	As now Retained.		As in 1836.	As in 1868.	As now Retained.
Religious servants - - -	118	231	96	Ballays - - - - -	590	556	264
Pundits - - - - -	105	464	125	Kundachars - - - - -	45	43	10
Musicians - - - - -	20	24	4	English Band - - - - -	26	51	30
Physicians - - - - -	29	86	14	Other kinds - - - - -	26	27	26
Samookada ooligais - - -	223	513	290	Workmen - - - - -	98	416	96
Religious lingayets - - -	17	93	9	Kamaties and chengoolies - - -	402	300	95
Itty ooligais - - - - -	122	107	61	Garden establishment - - -	134	392	152
Gollurs - - - - -	157	168	74	Ashams - - - - -	190	170	20
Out-door servants, kattigai- wallahs, chobdars, bearers, musicians, actors, mashalljies, washermen, &c., &c.	566	922	398	Jetties - - - - -	-	112	32
Aswasala, gujasala, and cart establishment.	429	595	129	Supply department - - -	57	77	29
Kurrohutty - - - - -	992	481	144	Office Establishment - - -	155	545	163
Sepoys - - - - -	1,208	1,494	547	Amanath and non-parvarish - - -	62	891	-
Rachaiwar - - - - -	214	202	111	Avairs - - - - -	-	606	277
				Miscellaneous - - - - -	239	121	-
				TOTAL - - -	6,224	9,687	3,196

	Number.	Monthly Salary.
As in 1836, exclusive of avairs - - - - -	6,224	Rs. 33,530
As in 1868, exclusive of avairs - - - - -	9,687	57,452
As now retained - - - - -	3,196	19,268

C. Rungacharloo,
For Superintendent.

Enclosure 10, in No. 20.

ABSTRACT of PENSIONS of all kinds, excluding those of a Honorary Nature.

R A T E.	MALE PENSIONERS.		WIDOWS.		INFIRM PENSIONERS.		TOTAL.	
	No.	Amount.	No.	Amount.	No.	Amount.	No.	Amount.
		Rs. a. p.		Rs. a. p.		Rs. a. p.		Rs. a. p.
1½ Rupees - - -	1	1 8 -	3	4 8 -	-	- - -	4	6 - -
2 " - - -	7	14 - -	1	2 - -	3	6 - -	11	22 - -
2½ to 3 " - - -	92	260 - -	119	356 - -	7	19 8 -	218	635 8 -
Above 3 to 5 " - - -	281	1,240 8 -	66	296 8 -	12	53 - -	359	1,590 - -
" 5 to 10 " - - -	311	2,140 - -	45	311 8 -	6	42 - -	362	2,493 8 -
" 10 to 20 " - - -	76	1,005 8 -	15	214 - -	3	34 8 -	94	1,254 - -
" 20 to 50 " - - -	52	1,540 8 -	4	111 - -	-	- - -	56	1,651 8 -
" 50 to 100 " - - -	8	535 - -	-	- - -	-	- - -	8	535 - -
" 100 to 200 " - - -	3	417 - -	1	106 - -	-	- - -	4	523 - -
TOTAL - - -	831	7,154 - -	254	1,401 8 -	31	155 - -	1,116	8,710 8 -

Enclosure 11, in No. 20.

From *W. S. Seton-Karr*, Esq., Secretary to the Government of India, Foreign Department, with Governor General, to *L. B. Bowring*, Esq., C.S.I., Commissioner of Mysore (No. 1207) ; dated the 17th October 1868.

I HAVE laid before the Viceroy and Governor General in Council your letter (No. 3368-148), dated 5th ultimo, submitting, with your remarks, a Report by Major Elliot on the reduction effected in the establishments of the late Maharaja of Mysore together with statements and lists of the revised establishments which have been retained for the present requirements of the palace.

2. His Excellency in Council observes that out of 9,687 persons in the service of the late Maharaja, 1,116 have received pensions at a cost of 8,710 rupees per mensem ; that 4,352 have been discharged with gratuities amounting in the aggregate to 3,02,728 rupees ; that employment in and about the palace has been provided for 3,196 at a charge of 19,280 rupees a month ; and that the names of 936 have been struck off the rolls. There still remain 87 cases to be finally reported on. These results I am desirous to state are very satisfactory, and they reflect great credit on the officers to whom the accomplishment of this difficult and invidious task had been assigned.

3. Inquiries have been extended to almost every department ; abuses have been checked or remedied ; order and good management have, as far as possible, been introduced ; and while old dependants have been treated with liberality, a very considerable saving has been effected in a very reasonable period of time. There is ground to hope that the arrangements made will be accepted by the parties concerned without murmuring, but if proof should hereafter arise of special hardship in any individual instance, his Excellency in Council has no doubt that you will be prepared to reconsider all such cases in a generous spirit.

4. There are, however, one or two points on which I am directed to intimate the opinion of his Excellency in Council that some modification is advisable. In paragraph 15 of your letter, No. 718-2, dated 7th May last, to Major Elliot's address, in which you conveyed to him instructions which were generally practical and judicious, you suggested that the pension list should not exceed the interest of the 30 lakhs invested in Government securities. His Excellency in Council prefers not to fix any limit as absolute and unchanging, as there may be times when it may be necessary to grant more pensions. He will be glad, however, if in ordinary circumstances the limits contemplated by you are not exceeded. Neither would he too rigidly restrict the expenses of the young chief of the Ranees, of the Rajbindees, and of the other connections of the family, to six lakhs per annum. Care should, of course, be taken to avoid extravagance or objectionable expenditure, but at the same time the dignity and comfort of the Maharaja and his relations should be consulted, for it is possible that some difficulty might eventually be experienced if a set sum were now fixed for the household and personal expenditure, which could not be exceeded.

5. His Excellency in Council entirely approves of one establishment for the whole palace, instead of separate establishments for the young Maharaja and the several Ranees.

6. As regards the disposal of the live stock mentioned in your letter of instructions, paragraph 8, his Excellency in Council thinks that old and superfluous animals, such as horses and cattle, should not be sold, but that they might be given away to the old servants and dependants of the State. Whatever elephants may be rejected by the Commissariat Department should be retained, their number being gradually reduced as they die off.

7. In the 13th paragraph of your letter to Government you propose that Major Renton, the town magistrate at Mysore, should continue to discharge the duties of pension paymaster, and should receive a special allowance of 200 rupees a month for this work. His Excellency in Council sanctions this arrangement, on the understanding that the salary, hitherto drawn by Major Renton from the Raja's privy purse, as superintendent of the palace troops, shall now cease.

8. In the 15th paragraph of the same letter you say that you are uncertain whether Government wishes to be furnished with detailed lists of all the pensions sanctioned. As such lists would be useful for reference and record, both at Mysore and at head-quarters, you are requested to have them printed as early as practicable, and to supply this office with half-a-dozen copies. The further reports referred to in paragraphs 19 and 20 should also be forwarded when the inquiry is complete.

9. In conclusion, I am to inform you that, in the opinion of the Viceroy and Governor General in Council, Major Elliot, and Mr. C. Rungacharloo, whose services were obtained from the Government of Madras, and who was associated with that officer for the discharge of this special duty, have performed the work entrusted to them with great promptitude, tact, and judgment. The duties on which they have been employed for some months involved an inquiry into confused and intricate accounts, and demanded the exhibition of both discretion and firmness. Major Elliot by no means overstates the case when he writes that the result has been to bring order out of chaos; and both he and the native gentlemen associated with him in this harassing task are fully entitled to the commendations bestowed by you in the closing words of your letter, in the propriety of which the Government of India concurs. You yourself have also contributed in no small degree to the end attained by the detailed and careful instructions which you laid down in the commencement for these officers' guidance. For the important results which you and they have thereby secured for the State, I am directed to convey the cordial acknowledgments of the Viceroy and Governor General in Council.

Enclosure 12, in No. 20.

From *L. B. Bowring*, Esq., C.S.I., Commissioner of Mysore, to *W. S. Seton-Karr*, Esq., Secretary to the Government of India, Foreign Department (No. 135); dated 10th November 1868.

I HAVE the honour to submit, for the consideration and orders of his Excellency the Viceroy and Governor General in Council, copy of a letter (No. 89), dated 31st October 1868, with its enclosure, from Major C. Elliot, C.B., reporting on the estimated ordinary expenditure for the future of the palace at Mysore, and I take advantage of this opportunity to show briefly what the total charge is likely to be hereafter under all heads, exclusive of such small establishments as may be required for the proper custody of the Maharajah's property, the report on which has not yet reached me.

2. On referring to my letter (No. 98), dated 7th November 1865, it will be seen that the average income of the late Maharajah, as shown in the public accounts from 1854-55 to 1864-65, that is, during 11 years, was a little more than 13 lacs yearly. In 1865-66 it was 13,64,647 rupees; in 1866-67 (11 months), it was 10,66,039 rupees; and in 1867-68, 13,45,144 rupees. To the average of 13 lacs thus shown must be added the debts, which from 1844, the time of Mr. (Sir J. P.) Grant's inquiry, to 1864 aggregated 30 lacs, and from 1864 to 1868, 12½ lacs, or a total of 42½ lacs. Dividing this by 24, the number of years, we find an additional outlay of 1¾ lacs yearly, making a total average outlay of 14½ lacs. The sum which his Highness originally held in Government securities amounted to 16 lacs, of which, owing to the large sums spent in contending his claims, only two lacs were left at the time of his death. It may therefore be assumed that, for the last 10 or 12 years, his total expenditure was not much short of 16 lacs per annum. The estimated current expenditure for the future is about 8½ lacs, as will be seen at the close of this communication.

3. In the letter now submitted, Major Elliot has endeavoured to fix a limit for supplies and other miscellaneous articles of expenditure, basing the estimate mainly upon a careful detail of daily requirements, but also taking into consideration the extra outlay on special festivals and ceremonies, and periodical gifts of cloths and money on particular occasions. The charge for supplies is, in my opinion, having regard to the number of ladies and their establishments, and to the previous waste, extremely moderate; it only amounts to 11,298 rupees monthly, or 1,35,576 rupees yearly. The allowance for special occasions, 20,176 rupees, is very liberal, without being needlessly lavish. The same remark holds good of the proposed outlay on gifts for cloths and money, viz., 44,248 rupees. The main items of expenditure under this last head are 7,018 rupees for celebrating the young Maharajah's annual installation ceremony and the Dusserah; 10,000 rupees for the late chief's annual funeral ceremony; and 9,600 rupees for the Ranee's charities. The total of the three heads referred to is 2,00,000 rupees yearly. I concur with Major Elliot that contracts for regular supplies may with advantage be made yearly, according to the practice in force in the Commissariat Department.

4. The expenses of the Maharajah's sraddha, during the present year, have already received the sanction of the Supreme Government.

5. In paragraph 8, Major Elliot specifies some heads of extra expenditure which will require consideration occasionally, such as (1), purchases of horses, carriages, cloths, &c.; (2), marriage presents and gifts at funerals; (3), repairs. It is proposed to allow 20,000 rupees for each of the first two heads, and the repairs can be provided for as an extraordinary charge in the palace budget.

6. With

6. With reference to the allowances to Rajbindes and other members of the family, it does not seem to be advisable, under present circumstances, that the Government should bind itself to set aside the interest of the funded securities for their payment. To the recipients themselves it does not matter whence their stipends are paid, and the money now invested might probably be spent with advantage on some of the great irrigation projects which are in contemplation. It has been found necessary to withdraw several lacs of the trust fund for the payment of the late Maharajah's debts, and the amount now funded is only 25½ lacs, but the accumulation of a large sum of ready money might, perhaps, on the young chief's attaining his majority, be fraught with danger to him. In regard both to these stipendiaries and the pensioners of the late Maharajah's establishments, I think that they should be shown in the budget for palace requirements. The former have always hitherto been paid by his Highness, and the latter, had it been the practice to give pensions, would also have received their stipends from his privy purse. I do not therefore agree with Major Elliot in the proposal made in paragraph 11 of his letter, and it appears to me that a better control would be maintained over the palace expenditure, by keeping it wholly separate from the charges of the administration. For the same reason, I recommend that a yearly sum, say 25,000 rupees, be set apart from the palace budget for such repairs as may be required to the palace buildings, which are reported to be, in some parts, much dilapidated.

7. The chutters referred to in paragraph 13, should, I think with Major Elliot, be transferred to the Moojrai Department, which has the superintendence of the religious and charitable institutions of the province. This course has been followed in respect to the Rajah's school and hospital at Mysore, which are now borne on the State Educational and Medical Establishments respectively.

8. The Supreme Government will probably deem it expedient to assign a fixed limit for the future expenditure of the palace, both as an index of present requirements, and with a view to economy hereafter. The following is an abstract of probable charges under all heads, and is as accurate an account as I am able to submit. It comprises the various details of expenditure for stipends, pensions, establishments, supplies, religious and charitable donations, and other heads of charges mentioned in the several reports submitted by me to Government in relation to the late Maharajah's affairs. I believe that nothing is omitted in it, save the allowances of the establishments, which will be needed for the supervision and custody of the Maharajah's property, should any other items of expenditure appear unavoidable on further inquiry; and as experience shows us the sufficiency or otherwise of the outlay, as now regulated, I shall do myself the honour to seek the instructions of Government on the subject.

Enclosure 13, in No. 20.

ABSTRACT of future Palace Charges.

HEADS OF CHARGES.		Amount Yearly.	REFERENCES.
	Rs.	Rs.	
Palace establishments at - -	*19,135	} 2,40,000	<i>Vide</i> my letter, No. 3368-148, dated 5th September 1868.
Margin for increase - - -	865		
Pensions of employés - - -	†191,118	1,09,338	- ditto - ditto - ditto.
Honorary Pensioners - - -	‡826	9,912	Ditto, No. 80, dated 6th October 1868.
Rajbuides and other stipendiaries -	11,463	} 1,55,256	Ditto, No. 122, dated 4th November 1868.
Honorary moosahibs - - -	675		
Illegitimate descendants (‡) - -	800	} 14,868 (temporary)	Ditto, No. 3368-148, dated 5th September 1868.
Supernumerary employés to be drafted into Government service.	- -		
Civil Pension Paymaster - -	200	} 4,908	ditto - ditto - ditto. Ditto, No. 133, dated 7th November 1868.
Ditto - - Establishment - -	209		

* See paragraph 2 of Major Elliot's letter. The original amount fixed was 19,280 rupees, now reduced to 19,135 rupees, to which a margin has been added, making the total 20,000 rupees monthly.

† Some addition to the number of pensioners has been made, raising the aggregate from 1,116 persons at Rs. 8,710. 8. to 1,134 persons at Rs. 9,111. 8. A detailed schedule will be submitted to Government when printed.

‡ Two honorary pensioners have died, reducing the number from 31 persons at 896 rupees to 29 persons at 826 rupees.

ABSTRACT of Future Palace Charges—*continued*.

HEADS OF CHARGES.		Amount Yearly.	REFERENCES.
	<i>Rs.</i>	<i>Rs.</i>	
Religious and charitable payments*	- -	13,605	Vide my letter, No. 3455-153, dated 10th September 1868.
Ordinary palace supplies - -	11,298	1,35,576	
Extraordinary - ditto - -	- -	20,176	
Special gifts of money, cloths, &c. -	- -	44,248	Ditto, No. 135, dated 10th No- vember 1868.
Horses, carriages, and miscellaneous purchases.	- -	20,000	
Gifts on marriages and deaths - -	- -	20,000	
Repairs and improvements to palace	- -	25,000	
	<i>Rs.</i>	8,12,887	

9. Subject to the confirmation of his Excellency the Viceroy and Governor General in Council, I have directed the Deputy Accountant General to enter the above amount, 8,12,887 rupees, in the Budget for 1869-70, under the head of "Administration," sub-head, "Palace Charges."

Enclosure 14, in No. 20.

From Major *C. Elliot*, C.B., Superintendent, Ashtagram Division, in charge of Palace Duties, to *L. Bouring*, Esq., C.S.I., Commissioner of Mysore (No. 89); dated 31st October 1868.

I HAVE the honour to submit my Report on the estimate of the ordinary annual expenditure of the palace.

2. The annual cost of the establishments according to Report already submitted, after deducting 145 rupees (since transferred to provide for the pay of Pension Establishments), is 19,135 per mensem, or 2,29,620 per annum; allowing for some increase of pay which may hereafter be found necessary, I propose to fix the annual cost under this head at 2,40,000 rupees. The cost of the allowances to relations has also been separately reported upon. It amounts to 1,55,256 rupees† per annum for the present, but may eventually be fixed at 1,20,000 rupees, the interest on the 30 lacs of Government paper.

† Inclusive of the allowances to mookahis and one-fourth of the allowance to grandsons.

3. I have now to report on the remaining expenditure of the palace, or what may be called the supplies, the accompanying estimate of which has been prepared from a detailed diary of the expenditure of the palace for a year, which being left under my signature would greatly relieve the palace servants, as well as the officer in charge, from the necessity of needless references and orders, which are likely to occasion inconvenience to the members of the palace.

4. The supplies of provisions daily amount to 1,35,576 rupees, and on special festival occasions to 20,176 rupees, the presents of cloth and money gifts, on festival and ceremonial occasions, to 44,248 rupees, making in all two lacs of rupees against five lacs, the former expenditure on provisions alone. The saving has resulted not from the striking out of any customary expenditure, which has been scrupulously adhered to, but from the large reductions made in the Samookadre Ooligay and Avairs establishments, who are fed in the palace, and in the live stock. The daily supply of rice to the palace has in consequence been reduced from 700 to 300 seers, and for charitable distribution to the poor from 300 to 200 seers; a great saving has also been effected in the feeding of live stock. The only other notable reduction made has been in the birthday expenses of 30,000 rupees, which hitherto went chiefly to defray the cost of the annual races at Mysore, and some petty presents to his Highness's illegitimate relations has been struck off, not so much on account of the amount involved, but in order to define more clearly the relations of the palace.

5. On

* Sringire Gooro, 12,000 rupees; Madras Orphanage, 1,000 rupees; Mysore Catholic Church, 360 rupees; Nos. 63, 64, 65, of Schedule in my letter, No. 3455-153, dated 10th September 1868 aggregating 245 rupees monthly, ordered by Government to be continued in letter, No. 1191, dated 14th October 1868.

5. On the other hand I have attempted to improve the three chief festival and ceremonial occasions in the palace, according to Hindoo ideas, by making provision for the feeding of Brahmins and the poor on the birthday of the young Maharajah, the annual sraddhun of the late Maharajah, and the Dusserah, with charitable distribution of money on the two former occasions, and gifts to learned pundits, &c., on the latter. These additions appeared to me to be necessary in order to make up for the gifts, which all visitors to the palace hitherto used to receive, but which must, in a great measure, if not altogether, cease during the period of minority. As a further compensation for the same, I have provided for an annual sum of 9,600 rupees being left at the disposal of the Ranees, as noted in the margin, for any distribution of charities they may consider it necessary to make. The estimate of 10,000 rupees for the annual sraddhun of his late highness is also a new charge, and is fair and moderate.

600 rupees per month at the disposal of the two Ranees.
200 rupees per month at the disposal of the four Bungaroo ladies.

6. The total, which comes up to two lacs of rupees, must fluctuate according to the state of the market, but under the efficient arrangement which will be made in regard to purchases, supported by ready-money payment, there will be rather a saving than otherwise. I propose that the contracts for regular supplies be annually given out to competition at the harvest season, with suitable security, providing for a fixed price for all the principal articles throughout the year, instead of the present system of regulation by the monthly niruks or price lists received from the Talook authorities, which is open to great abuse. The contractors can lay in the necessary stores at the harvest season, and make their own calculations of profits.

7. The above estimate makes no provision for the daily ceremonies and the first year's "sraddhun" of his late highness, which will be confined to the present year, and must be met as a special charge.

8. The other extraordinary items, which cannot be regularly estimated for, are (1) special purchases of horses, carriages, cloths, &c.; (2) contribution to relations and dependants on occasions of marriages and deaths; (3) marriages in the family; and (4) repairs. For the first item an annual sum of 20,000 rupees will be sufficient for the present. I have taken into consideration the expediency of dispensing with the second item by an increased rate of allowances, but not only will this be opposed to the general feeling of the palace, but it will fail in the object sought, as the increased allowances will be spent, and the difficulty continue to be experienced. The contributions to the chief relations for marriages may vary from 500 rupees to 1,000 rupees, with 200 to 500 seers of rice and provisions; for deaths of elderly members in the above families half of the above allowances will have to be made; the contributions to the poorer and more distant relations and servants in the palace establishments will partake more of the character of charitable allowances, and will be much smaller in amount. A provision of 20,000 rupees may be made for these purposes.

(Inclusive of clothing for the sepoy.)

9. The aggregate future expenditure of the palace proper will then be 2,40,000 rupees for establishment, and 2,40,000 rupees for supplies, purchases, and gifts, leaving a reserve of 1,20,000 rupees in the annual grant of six lacs of rupees, which it will be convenient to assign away for the purpose. Out of this reserve, the expenses for marriages in the family can be specially sanctioned from time to time, and it will also go to provide for the growing wants of the young Maharajah in the new career of knowledge which will be opened to him.

10. The allowance to relations, though properly a charge of the palace proper, will be properly defrayed by the interest of the 30 lacs, and I would beg to recommend that this interest, together with the six lacs, be placed to the credit of the palace in the annual budget.

11. The pensions granted to the palace establishments, amounting to 9,181½ rupees per annum, ought, I beg to submit, to form a charge on the general State revenues. They do not represent the ordinary expenditure of the palace, and will gradually disappear in the next few years. The future pensions of the palace establishments will be comparatively small in amount, say 10 per cent. of the cost of the establishments, or 24,000 rupees, and it might also be borne on the State revenues as a matter of principle as well as of convenience.

12. The larger repairs of the palace buildings would also, I believe, according to the custom of other states, be borne by the State revenues, the smaller ones being performed by the palace establishments themselves. A sum of one lac of rupees will be required for this purpose, not so much to enlarge or make new additions to the palace, as to knock down a good deal of the dilapidated and dangerous buildings, and to restore and improve the appearance of the remainder. This charge may be conveniently spread over four or five years.

13. I have made no provisions for the five Chuttur, in the neighbourhood of Mysore, founded in honour of the Maharajah's "Bungaroo" ladies, and the new one proposed at Mysore in honour of the Maharajah, and the Sanskrit School, which had all been separately reported upon; but though it would be convenient that these institutions, as well as the pagodas in the neighbourhood, in which the Maharajah's family take a direct interest, should be under the management of the palace authorities, their cost should also, I believe, be borne by the State revenues in the Moojrai Department.

14. I view the assignment of a fixed sum for the palace expenditure proper (which may, however, fluctuate from time to time according to circumstances) as an essential measure of State policy, not only for the present, but even hereafter, when the Maharajah should attain to the administration of the Government.

15. I have, in conclusion, only to repeat that the reduction now effected in the palace establishment is entirely due to the reduction of the overgrown establishments to the extent of nearly 5½ lacs of rupees in pay, another three lacs in supplies, which the Maharajah kept up for the maintenance of his dignity after his separation from the administration; that the dignity and comforts of the Maharajah's family and his relations proper have been consulted to a greater extent than they had been accustomed to amidst the general neglect in the Maharajah's last days; and the reduction has been much facilitated by the comprehensive view we are now in a position to take of the palace as a part of the general administration.

ESTIMATE of the Annual Expenditure of the Mysore Palace of Supplies.

Monthly Supply - - - - -	Rupees. 11,298
Total per Annum - - Rs.	1,35,576
Value of Supply on Special Days - - - - -	20,176
Gifts of Money and Cloths - - - - -	44,248
TOTAL Value of Annual Supplies - - - Rs.	2,00,000

C. Elliot, Major,
Superintendent, Ashtagram Division,
In charge of Palace Duties.

Enclosure 15, in No. 20.

From W. S. Seton-Karr, Esq., Secretary to the Government of India, Foreign Department, to L. B. Bowring, Esq., C.S.I., Commissioner of Mysore (No. 1427); dated 9th December 1868.

I HAVE the honour to acknowledge the receipt of your letter (No. 135), dated 10th ultimo, with its enclosure, from Major C. Elliot, reporting on the ordinary expenditure which it is calculated will be required in future for the palace at Mysore.

2. In reply, I am desired to state that the Viceroy and Governor General in Council concurs with the views which you have expressed in this letter, and approves of your having directed the sum of 8,12,887 rupees, which you calculate will cover all charges on a liberal scale, to be entered in the Budget Estimate for 1869-70.

3. His Excellency in Council also concurs with you in thinking that the stipends of rajbindees, and other members of the Maharajah's family, as also those of the pensioners of the late establishments, should be shown in the Budget for palace requirements, rather than be debited, as Major Elliot had recommended, to the general revenues of the State.

4. With reference to the suggestion made by you in paragraph 8, I am to state that his Excellency in Council still thinks it undesirable to fix any special sum as the limit of future expenditure for the palace. Although averse to anything like a lavish or unnecessary outlay, he considers that expenses of a certain kind, such as those connected with marriages, gifts, allowances to relations, and the like, should not be too rigidly restricted.

Enclosure 16, in No. 20.

From L. B. Bowring, Esq., C.S.I., Commissioner of Mysore, to W. S. Seton-Karr, Esq., Secretary to the Government of India, Foreign Department, with the Governor General (No. 122); dated 4th November 1868.

I HAVE the honour to submit, for the orders of his Excellency the Viceroy and Governor General in Council, copy of a letter (No. 91), dated 31st October, from Major Elliot, in charge of the palace duties at Mysore, reporting on the stipends which it is proposed to assign to the several members of the late Maharajah's family, referred to in paragraph 19 of my letter (No. 3368—148), dated 5th September 1868. I have not thought it

it necessary to enclose a copy of the detailed list, but an abstract is appended, and on receipt of the instructions of Government the register will be printed, as in the case of the pensions, and copies will be forwarded for record.

2. It will be seen from Major Elliot's letter that there are six widows, of whom two are Ranees, and four Bungaroos, or concubines. The names of the former are—

- 1. Chelvaji Ammani, or Rama Vilas, daughter of Gopalraj, of the Bettada Kote family.
- 2. Devaji Ammani, or Seeta Vilas, daughter of Virraj Urus, of Tooroovakere.

And of the latter —

- 1. Kempumma, or Chundra Vilas, of Rainsamoodrum.
- 2. Gouramma, or first Bokkus Tottee, of Kottagal.
- 3. Bhudrumma, or second Bokkus Tottee.
- 4. Kulianamma, or Kuman, Tottee, of Siddoor.

It is not proposed to assign any separate provision for these ladies, but they will receive a fixed sum for distribution in charity, &c., and all their requirements for supplies, clothes, &c., will be provided for in the estimate of current expenditure, which will be submitted to Government immediately.

3. The direct illegitimate descendants of the late Maharajah are as follows:—

- 1. Deva Parthiva, son of Nunjraj, the second illegitimate son of the late Maharajah.
- 2. Nunjraj, first son of Chamraj, the first illegitimate son of the late Maharajah.
- 3. Infant son and daughter of Devraj, second son of Chamraj.
- 4. Chamraj, third (illegitimate) son of Chamraj.

Under the orders of Government regarding the Chamrajnugur Talook, it has been found necessary to assign to these descendants a suitable provision. To the first it is proposed to allow 1,200 rupees; to the second, 1,200 rupees; to the third, 600 rupees, and to the fourth 200 rupees; making a total of 3,200 rupees monthly, or 38,400 rupees yearly. These allowances appear moderate, and may be sanctioned, but it will be seen that it is not considered necessary to pay more than a quarter of the amounts so long as the princes remain in the palace. From paragraph 4 of Major Elliot's letter, it will be observed that no special allowance is necessary in the case of the two female descendants of the late Maharajah, their names being entered in the general list of relations.

4. The connections of the Maharajah are, as may be supposed, very numerous. They have been divided into three classes: 1, the Ursoos, or Rajbindes, who claim a common descent with the royal family; 2, the Koomars, or illegitimate descendants of the Rajahs; and 3, the Sivachars, or blood relations of the ladies with whom illegitimate connections were formed. It may be remarked here that the Mysore family, though originally Vaishnavs, followed for several generations the tenets of the Saivas, and it was quite recently, comparatively, that the Rajahs reverted to their former faith, while some of the branches still continue followers of Siva.

5. But little change has been made in the stipends hitherto enjoyed by these connections of the Rajah, but whereas, in 1836, they numbered only 331 persons receiving 6,639 rupees yearly, there are now 625 persons receiving 11,463 rupees as follows:—

	Number.	Amount.
		Rs
Ursoos, male - - - - -	245	4,277
Ursoos, female - - - - -	42	951
Koomars, male - - - - -	199	3,453
Koomars, female - - - - -	49	1,123
Sivachars, male - - - - -	65	1,149
Sivachars, female - - - - -	25	510
	625	11,463

I concur with Major Elliot that some increase in the stipend of Cheemappaji Urus, brother of the young Maharajah's mother, is advisable, and it has accordingly been raised from 30 rupees to 150 rupees monthly. The other small increases referred to in paragraph 6 are unobjectionable.

78 CORRESPONDENCE RELATING TO THE RE-ESTABLISHMENT

6. The allowances to the male Rajbindes must, as Major Elliot observes, be continued intact hereditarily; but those to the females should, as a rule, be for life only: In regard to the illegitimate branches, I agree with him that it is highly desirable to curtail, when practicable, the stipends now paid to these individuals, as the lax custom which prevailed in the old Rajah's life-time has burdened the palace establishment with a large number of needy and ignorant hangers-on, connected more or less closely with the ladies, who, in an irregular manner, attracted his Highness's attention. At the same time a sudden curtailment of their allowances would give great umbrage to these individuals, and the stipends might be confirmed for life, as proposed, and not be continued, except on special recommendation. The option of commuting the smaller stipends of not more than 10 rupees might be given, the terms of commutation to be fixed by the deputy Accountant General. I am under the impression that Major Elliot's proposals under this head are rather too liberal.

7. With reference to the concluding remarks of Major Elliot's letter, it does not seem necessary, under existing circumstances, to set apart the trust fund money specially for paying the stipendiaries now reported on. The charge can be met from State revenues, and be provided for in the regular Budget estimates, while the accumulated money of the Trust fund may be released when required for extraordinary expenditure on irrigation works.

8. The total amount of the stipends to Ursoos, Koomars, and Sivachars, is 11,463 rupees monthly, to which must be added the pay of seven honorary Moosahibs, and the fourth part of the allowances payable to the descendants mentioned in paragraph 3. The total amount for which sanction is solicited is 1,55,256 rupees yearly, according to the following detail:—

	Rs.
1. Stipends to 625 persons at 11,463 rupees monthly = -	1,27,556
2. Stipends to 7 honorary Moosahibs, at 675 rupees monthly = - - - - -	8,100
3. One-quarter share of allowances to descendants mentioned in paragraph 3 = - - - - -	9,600
TOTAL - - Rs.	1,55,256

Enclosure 17, in No. 20.

From Major C. Elliot, Superintendent of Ashtagram Division, in charge of Palace Duties, to L. B. Bowring, Esq., C.S.I., Commissioner for the Government of Mysore (No. 91); dated 31st October 1868.

I HAVE the honour to submit my Report on the provision which requires to be made for the family and the relations of his late Highness the Maharajah of Mysore.

RANEES.
Rama Vilas Sun-
nidan.
Seeta Vilas Sun-
nidan.

BUNGARS.
Chundra Vilas, lady.
First Bokkus Tottee,
lady.
Second Bokkus
Tottee, lady.
Kuman Bokkus
Tottee lady.

2. His Highness's family consists of two Ranees and four wives of the "Bungaroo," or an inferior illegitimate marriage, as noted in the margin. They are all far advanced in years, and under the view already expressed of maintaining the palace as a whole, no separate provision requires to be made for them. The only other members of his Highness's family are the two families of his illegitimate sons, one consisting of Deva Parthiva, the only son of Nunjraj, and the other of the children of Chamraj, the other illegitimate son of his Highness. The members of the latter family are Chamraj's two sons, Nunjraj and Devraj (the latter of whom died recently, leaving a minor son and daughter), and another illegitimate son. The provision to be made for these two families can, of course, bear no proportion to the revenues of the jagheer (1½ lakhs of rupees), the grant of which was contemplated under very different circumstances, but must be sufficiently liberal to enable them not only to maintain themselves in respectability, but to provide for all marriages and other expenses, and, in fact, to keep up the position of the chief noblemen amongst the Maharajah's relations. I consider that a monthly allowance of 1,200 rupees each to Deva Parthiva and Nunjraj, the first son of Chamraj, and 600 rupees to the children of his second son, will be a fair and reasonable provision. The third illegitimate son of Chamraj has comparatively little claim to consideration, but as he has hitherto been permitted by his Highness to live in the family, some provision becomes necessary, and I would beg to recommend a monthly allowance of 200 rupees, the highest salary at present enjoyed by any of his Highness's other relations.

3. These allowances will be permanent to them and to their lineal descendants, their distribution and general control remaining in the palace; and it must be distinctly understood that any increase in the number of their descendants will form no ground of claim for an additional grant, as it is of the greatest importance that they should be induced to betake themselves to habits of economy and forethought, and to put a restraint upon the indiscriminate marriages which have unfortunately hitherto been too much encouraged in the

the palace. It will be doubtless desirable to separate them from the palace eventually, in order to simplify the palace management; but as they cannot be at once entrusted with the management of their affairs, I propose keeping them for some time under the care of the palace authorities, paying to them, while they are maintained in the palace, one-fourth only of their allowances to meet extra and miscellaneous expenses: each family has its own jewels and other moveable property given to them by the Maharajah during his lifetime, and it is only further necessary to provide them with suitable houses to reside in when leaving the palace.

4. The only other surviving descendants of his Highness are two daughters of the "Bungaroo" marriage, both of whom have been already provided amongst the relations, one being a childless widow, and the other having no prospect of issue.

5. A detailed register of the allowances at present enjoyed by the other relations is herewith submitted. They consist of three different classes: (1) the Ursoos or Rajbindes, who are the relations proper; (2) the Koomars or descendants of the Rajahs and of their principal relations by illegitimate connections with Sivachar ladies; and (3) the Sivachar relations of the above ladies. The number and amount of allowances at present enjoyed by these several classes, compared with the amounts paid to them in 1836, are as shown below:—

	As now fixed.		As in 1836.	
	Number.	Amount.	Number.	Amount.
		Rs.		Rs. a. p.
Ursoos, male - - - - -	245	4,276½	198	4,157 1 3
Ursoos, female - - - - -	42	951	20	590 8 9
Koomars, male - - - - -	199	3, 453	113	1,890 14 1
Koomars, female - - - - -	49	1,123½		
Sivachar, male - - - - -	65	1,149		
Sivachar, female - - - - -	25	510		
TOTAL - - -	625	11,463	331	6,638 8 7

And it will be seen that, whilst the relations proper have barely maintained their place, a very large increase has taken place in the recipients of pay amongst the other classes under the objectionable system hitherto pursued.

6. The allowances to the Ursoos have always been regarded as hereditary, their protection and maintenance naturally devolving on the Maharajah, who in return exercises the rights of a patriarchal chief over their affairs, his consent or advice being sought in regard to marriages, adoptions, and other important events in their families. No alteration is, therefore, proposed to be made in these allowances, which are in general fairly fixed, excepting an increase of 40 pagodas to Cheemappaji Urs, the maternal uncle of the present Maharajah, to enable him to maintain the status of his position in a suitable manner; an increase of 20 pagodas to Chikk Nunraj Urs, the second Bukshee of the Armanai Cutcherry, to make his pay equal to that of the other Bukshees; and a new allowance of five pagodas to a relation of his Highness, who has been hitherto left totally unprovided for. The allowances enjoyed by the male members of the Ursoos, which alone will be hereditarily continued, amount to Rs. 4,276. 8, whilst the allowances of the Raneeloke, or female members, amounting to 951 rupees, are all personal, and will lapse on their deaths, except where adoptions are permitted for the perpetuation of families which might otherwise become extinct.

7. The system of illegitimate marriages is of very old origin, prevalent and recognised in other parts of India, and to some extent connected with the peculiar origin of the Mysore family, and the Koomars, who are the issue of such marriages of the Maharajahs, or their chief relations, have been considered to be entitled to some consideration. The allowances which used to be held by a few members of the class only have in recent years, however, very largely increased in consequence of the numerous illegitimate marriages contracted by the Maharajah, either for himself or for his illegitimate descendants, and the practice of providing not simply for the issue of such marriages, but for all relations, however distant, who might thereby be introduced; and allowances once granted were allowed to be continued by unrestricted adoptions, such as were scarcely permitted to the relations proper. It is therefore obviously necessary quietly, but steadily, to bring about a return to legitimate and recognised practice, eventually disconnecting these classes altogether from the palace by discouraging and putting an end to the system of illegitimate marriages.

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8. The propriety of revising these allowances, which are at present disproportionately held by some families, has engaged my earnest attention ; but as a sudden inquiry and reduction might occasion great discontent, and as the allowances have generally been held for some considerable time, I have come to the conclusion that it will be best not to disturb them for the present, and to postpone our remedial measures to the occurrence of lapses. It will be made generally known that the allowances enjoyed by the Koomars and Sivachars are considered, as a rule, to be for life only, and their continuance to further generations, two or three, according to circumstances, will only be permitted in special cases, dependent on the close relationship of the parties and their circumstances, supported by general good conduct. The principal families of these classes have been in succession the objects of the Maharajah's regard and affection, and have received large gifts of money and jewellery, amounting in the case of some families to several lakhs of rupees, which, in some cases, have been retained, and in others squandered. Without reference to this, however, I would recommend, in order that the poorer families may not suffer by the sudden discontinuance of the allowances on lapse, that the male members in receipt of allowances of three pagodas and under may be permitted to commute them under all circumstances for a present payment of 100 times the monthly allowance, which, if properly invested, would secure to them, at the prevailing rate of interest in the country, three-fourths of their present income in perpetuity, whilst the money would be well applied towards the great object of simplifying the palace relations; 180 out of 264 Koomars and Sivachars are in receipt of these lower rates of pay, and their monthly allowances amount to $362\frac{1}{2}$ pagodas, or 1,087 $\frac{1}{2}$ rupees; the commutation amount required to be paid, therefore, if all of them are commuted, will be one lakh of rupees. Immediate acceptance of this offer need not be insisted upon, as there will be considerable delay and opposition to their making up their minds to it; but all pay received from the date of offer may be reckoned as a set-off against the commutation amount when it is applied for. The allowances enjoyed by the female members of these classes will, of course, as in the case of the Ursoos, lapse on their death, and there is no object to be gained in their commutation, which, if permitted at all, should be at the rates already proposed in the scale sanctioned by you for female pensioners according to their age.

* 9,600 rupees.

† 8,100 rupees.

9. The total of the present allowances to relations with the few alterations made is 11,463 rupees per annum, and together with the one-fourth* of the proposed allowances to the grandsons, and the allowances† of the seven Moosahibs or honorary stipendiaries, the annual grant requiring to be made under this head will, for the present, amount to 1,55,256 rupees; but under the views above expressed, the allowances to the grandsons and to the Ursoos (male), 90,000 rupees per annum, will alone remain a permanent charge. A portion of the allowances to the Raneeloke also may require to be continued to their heirs after their death, and additions to the existing grants, especially to the poorer relations, under three pagodas, or fresh ones to new members of the families, may from time to time be required. The annual State grant for this purpose may, therefore, be eventually reckoned at 1,20,000 rupees, or 10,000 rupees per mensem, a sum which would be amply met by the interest of the 30 lakhs specially invested for this purpose, or it may be separately provided as a fixed charge upon the State revenues. The former course, however, would seem to be preferable, and I would beg to recommend that the 30 lakhs investment be again made up from the annual revenues, if any portion of it has been sold for the payment of the Maharajah's debts.

Enclosure 18, in No. 20.

From *C. Girdlestone*, Esq., Officiating Under Secretary to the Government of India, Foreign Department, to *L. B. Bowring*, Esq., C.S.I., Commissioner of Mysore (No. 1474); dated 12th December 1868.

I HAVE laid before the Viceroy and Governor General in Council your letter (No. 122), dated 4th ultimo, forwarding a Report by Major Elliot, on the stipends proposed to be assigned to the various members of the family of the late Maharajah of Mysore.

2. In reply, I am directed to state that his Excellency in Council concurs in the views which you have expressed on the several points noticed in your letter, and sanctions all the arrangements suggested therein.

3. His Excellency in Council also authorises the disbursement of 1,55,256 rupees on account of the annual payment of the several stipends, on the understanding that the charge shall be met from the State revenues, and shall be provided for in the Regular Budget Estimates.

— No. 21. —

(Foreign Department—Political.—No. 230.)

To His Grace the Duke of *Argyll*, K.T., Her Majesty's Secretary of
State for India.

My Lord Duke, Fort William, 17 December 1868.

WITH reference to Sir Stafford Northcotes's Despatch,* dated the 31st October *See page 53.*
last, No. 169, we have the honour to forward for the information of Her
Majesty's Government, a copy of the instructions which we have issued for the
guidance of the Commissioner of Mysore, and of Lieutenant Colonel Haines,
consequent upon the appointment of the latter to be guardian to the minor
Maharajah of Mysore.

2. We think these provisions absolutely indispensable for the proper con-
duct of affairs, and for the attainment of the object which Her Majesty's
Government has in view.

We have, &c.

(signed) *John Lawrence.*
W. R. Mansfield.
H. S. Maine.
J. Strachey.
R. Temple.

Enclosure 1, in No. 21.

From *W. S. Seton-Karr*, Esq., Secretary to the Government of India, Foreign Depart-
ment, to *L. B. Bowring*, Esq., C.S.I., Commissioner of Mysore (No. 1470); dated
12th December 1868.

I AM directed by his Excellency, the Viceroy and Governor General in Council, to
forward you a copy of a Despatch* received from the Secretary of State, appointing
Lieutenant Colonel G. Haines to be guardian to the minor Maharaja of Mysore, on a
salary of 2,500 rupees a month, with 500 rupees as house rent. ** No. 169, dated 31st
October 1868.
See page 53.*

2. His Excellency in Council, while formerly communicating this appointment to you,
takes this opportunity of clearly defining the position which Colonel Haines is to occupy
both towards yourself and the Maharaja, and of prescribing rules for the performance of
the duties to be undertaken, and for the conduct of business and of correspondence for the
future.

3. The Government of India considers it essential that Lieutenant Colonel Haines
shall, in all respects, be subordinate to the Commissioner of Mysore; that all correspond-
ence with Government on the subject of the Maharaja, or on any other, shall be addressed
to, and carried on through, the Commissioner, and that the guardian shall not exercise
any independent or exclusive authority whatever.

4. On the other hand, it is both expedient and proper that when a general plan of
instruction and education shall have been determined on by the guardian in communica-
tion with yourself and with the Government of India, the direction and superintendence
of such education of the Maharaja in all its details, and of his moral, intellectual, and
physical training, should be left entirely in the hands of the guardian, subject, of course,
to such general or occasional supervision by the Commissioner as may be absolutely
essential to the success of the plan. But it is not desirable that you or your successors
should constantly, or even occasionally, exercise interference in details, and you should
allow the guardian freedom of action within the above limits, and full control over the
household of the future ruler.

5. His Excellency in Council thinks it would conduce to good order and management
to place under the guardian a highly qualified native gentleman, who might be of much
use in regulating and controlling the affairs of the household, and who might, from his
knowledge of native habits and character, give valuable advice and suggestions to Lieu-
tenant Colonel Haines. Such a qualified person, his Excellency in Council believes, is
at this moment available in *C. Rangacharloo*, and unless you are aware of any objections
to this course, this gentleman might be appointed controller of the household in subordi-
nation to Lieutenant Colonel Haines. The salary should be liberal, and such as would
incline the person nominated to remain at his post for a term of years. You are requested
to suggest, for his Excellency's approval, at what amount this salary ought to be
fixed.

The time spent in these duties ought to count as service for pension.

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6. It is by no means unnecessary to add, that the guardian must rigidly abstain from all interference whatever with political affairs, or with the conduct of the administration of the country. His duties should lie exclusively within the household, and he should devote all his care to the education of the Maharaja, to the formation of his character, and, assisted by the controller, to the general management of the palace and its inmates.

7. The appointment of the necessary instructors or attendants for the young Maharaja should be made by the guardian, subject to your approval; and no appointment involving extra expenditure should be made without the sanction of the Government of India obtained through the Commissioner.

8. His Excellency in Council trusts that the guardian will carefully attend to the spirit of these instructions, and that he will discourage, by all means in his power, any attempt that may be made by favourites or dependants of the late Maharaja to gain undue influence over the minor, and to make the palace and the household a focus of petty intrigue. His Excellency in Council has reason to apprehend, from late disclosures as to the condition of the palace, that some such attempts may not improbably be made by designing, selfish, and interested parties.

9. By confining himself to his legitimate duties, which afford an ample scope for the exercise of tact and discretion, by surrounding the future sovereign with suitable and well-selected companions, and by discouraging everything in the shape of faction in the Court, Lieutenant Colonel Haines will probably be enabled to establish a wholesome and lasting influence over the mind and disposition of his ward. The general plan and the details of the instruction to be imparted may, as already stated, be left to Lieutenant Colonel Haines in conjunction with yourself; but his Excellency in Council thinks it necessary to make known his opinion that such education should embrace a sound knowledge of the English language and literature as well as those of Mysore; and that a good physical as well as moral training should be sedulously imparted. The Maharaja, at proper times, might be taught to ride, to swim, to play cricket, and to handle firearms, and he should be encouraged to devote himself, successively, to those physical and strengthening exercises which are suited to his country, position, and age. Great care should be taken to remove from him all persons who are likely to initiate him, at an early age, into the vicious and demoralising practices of the zenana; and by precept as well as by example, his views should constantly be directed to the discharge of the regal and administrative functions which his high office will one day demand. It is almost needless to add that, while truthfulness and sound morality should be inculcated, no interference whatever should be exercised with his religion or his forms of worship.

10. A copy of this letter will be furnished to Lieutenant Colonel Haines for his information and guidance, and it is the earnest desire of the Government of India that yourself, as Commissioner, and Lieutenant Colonel Haines, as guardian, may act together in complete accord and harmony towards the attainment of the great objects which Her Majesty's Government has in view. His Excellency in Council will further express his hope that, by the advice, encouragement, and direction of the latter, the youthful sovereign may be so disciplined and guided as eventually to present to Europeans and to Natives the example of a ruler who, though peaceably inheriting high office, ample possessions, and extensive influence, shall be seen exercising such vast opportunities for good, and in a manner to justify the policy and hopes of the British Government, and to conduce alike to the prosperity of his kingdom and to the welfare of his subjects

Enclosure 2, in No. 21.

From *W. S. Seton-Karr*, Esq., Secretary to the Government of India, Foreign Department, to Lieutenant Colonel *G. Haines*, Guardian of the Minor Maharaja of Mysore (No. 1471); dated 12th December 1868.

UNDER instructions from his Excellency the Viceroy and Governor General in Council, and with reference to your appointment to be guardian of the Maharaja of Mysore, I have the honour to forward a copy of a letter to the Commissioner of Mysore, in which your position towards that officer and the young Maharaja is clearly defined, and to request that you will give it your attentive consideration, and will carefully follow the instructions therein laid down.

— No. 22. —

(Foreign Department.—Judicial.—No. 9.)

To His Grace the Duke of *Argyll*, κ.τ., Her Majesty's Secretary of State for India.

My Lord Duke,

Fort William, 19 December 1868.

WE have the honour to forward, for the information of Her Majesty's Government, a copy of a correspondence with the Commissioner of Mysore, showing the changes which we have made in the judicial administration of that province with a view to placing it on a more efficient footing.

We have, &c.

(signed) *John Lawrence.*
W. R. Mansfield.
H. S. Maine.
J. Strachey.
R. Temple.

Enclosure 1, in No. 22.

From *L. B. Bowring*, Esq., C. S. I., Commissioner of Mysore, to *W. S. Seton-Karr*, Esq., Secretary to the Government of India, Foreign Department, with Governor General (No. 2596-112); dated 29th July 1868.

I HAVE the honour to submit, for the consideration and orders of his Excellency the Viceroy and Governor General in Council, the accompanying letters from the Officiating Judicial Commissioner, relating to the heavy pressure of judicial work in the Nundidroog Division of Mysore, and suggesting certain changes in the jurisdiction of the several civil courts. On the first of these communications no views were recorded by Mr. Saunders when acting as Commissioner; but on the matter being subsequently brought to my notice, I suggested a further reference on the expiry of the year 1867, and Mr. Kindersley has accordingly again brought forward the subject in the second of the letters now submitted.

From Judicial Commissioner, No. 952-83, dated 19th August 1867.
 From Judicial Commissioner, No. 649-73, dated 8th July 1868. Not printed.

2. Although the original case of the reference was a complaint from the superintendent that he himself and the deputy superintendent of the Bangalore District were overworked, and although it is an incontestable fact that these two officers have comparatively heavier duties than superintendents and deputy superintendents elsewhere, it is not surprising that such should be the case at the head quarters of an administration, while it is certain that at and around a great centre like Bangalore, civil work will largely increase with the growth of population and the enhanced value of property. It appears, therefore, desirable to devise a remedy, either by the denomination of a special officer as civil judge, or by modifying and re-adjusting the jurisdiction of the various courts in original and appeal cases. In considering the question it must be remembered that divisional and district officers in Mysore, as well as their subordinates, have both revenue and judicial functions to perform, to either of which they are bound to pay equal attention, and it now appears probable that in a heavily-worked district like Bangalore, unless some change is effected, revenue work will be neglected for judicial, or judicial for revenue, as the case may be, or again, that both will be done in a perfunctory and slovenly manner.

3. Among the reasons which have led to increase of work are—1, the more careful investigation of cases, both original and appeal; 2, the employment of pleaders; and 3, the extensive resort to the appeal courts. The first of these causes is in no way to be regretted, but it justifies a restriction being put by Government on the last, that is to say, if cases are properly inquired into, appeals should proportionally diminish, and the right of appeal to more than one superior court might with advantage be curtailed.

4. The amount of work transacted on the civil side is shown in Appendix A. of Mr. Kindersley's letter of 8th July, in which also he estimates the work for 1868. Taking 1867 as an index, it will readily be seen where the pressure lies. Out of 3,945 original cases in Nundidroog, 3,667 were decided by the amildars, 183 by assistant superintendents, and 95 by deputy superintendents. In original jurisdiction, therefore, the amildars require relief, the like class of officials in the Ashtagram and Nuggur Divisions having in the same year decided only 1,169 and 1,569 cases respectively. This is the first

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point. The second point to be noted is the number of appeals, which is as follows, for the three divisions:—

	Assistant Super- intendents.	Deputy Super- intendents.	Super- intendents.	Judicial Commissioner.	TOTAL.
Nundidroog - - - - -	160	195	120	104	579
Ashtagram - - - - -	98	77	94	58	317
Nuggur - - - - -	87	110	74	26	297

It will be seen from this, that the number of cases on appeal in Nundidroog is nearly double that in Nuggur, and considerably more than that in Ashtagram. Further, it is to be remarked that criminal work in Nundidroog is heavy, and that Sessions cases and appeals, in many of which pleaders are engaged, require watchful attention, so that the superintendent has difficulty in efficiently supervising administrative details in the Revenue and Public Works Departments.

5. Hence it seems to me that a re-adjustment is principally needed at the two ends of the official chain, viz., that the amildars should be relieved of a certain proportion of original suits, and the superintendents of appeals from particular courts.

6. It has been suggested that a special civil judge with sessional powers might be appointed, but a little consideration will show that this arrangement would not meet the difficulty. In the first place, no relief would thereby be given to the amildars, while there appear to me to be serious objections to the nomination of an officer with co-ordinate powers with those of the superintendent of the division, not to speak of existing obstacles on political grounds to the appointment of an official of such high standing, who must needs be a European. Again, such an addition to the commission would not remedy what is the greatest defect, namely, the extensive abuse of the right of appeal, and I, therefore, concur in the recommendations of Mr. Kindersley noted below, which will, in my opinion, meet the main question.

7. Mr. Kindersley proposed the following re-adjustment of the several powers of amildars, assistant superintendents, deputy superintendents, superintendents, and, lastly, of the Judicial Commissioner:—

Firstly.—Amildars to have powers only up to 50 rupees, instead of to 300 rupees as at present; appeals from their decisions regarding immovable property to lie to deputy superintendents, but their orders in suits of the nature of small causes to be final.

Secondly.—Assistants to have powers to hear suits from 50 rupees to 3,000 rupees; their orders on cases of the nature of small causes up to 100 rupees to be final. They will have original jurisdiction only, and appeals from their decisions will lie to the superintendents of divisions, and a special appeal to the Judicial Commissioner.

Thirdly.—Deputy superintendents to try all original suits between 3,000 rupees and 10,000 rupees, an appeal from their decisions lying direct to the Judicial Commissioner. They will hear appeals from the decisions of amildars, and their orders in appeal will be final.

Fourthly.—Superintendents to try original suits of 10,000 rupees and upwards, an appeal lying to the Judicial Commissioner. They will also receive appeals from the assistants, and a further special appeal will lie to the Judicial Commissioner.

Fifthly.—The Judicial Commissioner to receive regular appeals from deputy superintendents and superintendents as above enumerated, and special appeals from orders of assistants.

8. There are several important deviations in the above from existing practice, but I am of opinion that work will in this way be much facilitated, and unnecessary appeals be greatly diminished.

9. The particular points calling for observation are as follows. It is proposed to appoint judicial assistants to each division, namely,—

1 European Assistant	-	-	-	-	-	-	Bangalore.
1 Ditto	-	-	-	-	-	-	Mysore.
1 Native Assistant	-	-	-	-	-	-	Toomkoor.
1 Ditto	-	-	-	-	-	-	Hassan.
1 Ditto	-	-	-	-	-	-	Shimoga.
1 Ditto	-	-	-	-	-	-	Cudoor.
1 Ditto	-	-	-	-	-	-	Chittledroog.

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As regards these officers, it is possible that selections might be made from the present staff of the commission; but the arrangement would be more easily effected by following the course advocated in paragraph 59 of my letter No. 5920-172, dated 23rd January 1868. Their duties will be exclusively judicial, and they will have no concern with the details of revenue administration. I do not see any absolute necessity for European judicial assistants at Bangalore or Mysore, and such an arrangement would probably be deemed objectionable under present circumstances. Carefully selected native assistants would, in my opinion, suffice.

10. It is proposed to give superintendents original jurisdiction in suits for 10,000 rupees and upwards. I think this is a wise arrangement, as the most experienced officers will hear the most difficult cases in the first instance, instead of only deciding them on appeal as at present.

11. It is suggested that the Judicial Commissioner should receive regular appeals from deputy superintendents and superintendents as mentioned in Clauses 3 and 4 of paragraph 7. At present this officer only receives special appeals, but it is probable that, under this defective system, such appeals are nearly, if not quite, as numerous as regular appeals would be according to the improved arrangement now proposed.

12. I have only to add that should the Government wish to try the effect of the system advocated in a single division before extending it generally to Mysore, judicial assistants would only be required for Bangalore and Toomkoor; but as means may be found of carrying it out also in the other two divisions by selecting qualified persons as judicial assistants from the present staff, I think it would be preferable to follow a uniform practice all through the province.

Enclosure 2, in No. 22.

From *W. S. Seton-Karr*, Esq., Secretary to the Government of India, Foreign Department, with Governor General, to *L. B. Bouring*, Esq., C.S.I., Commissioner of Mysore (No. 280); dated 13th October 1868.

I AM directed by the Viceroy and Governor General in Council to acknowledge the receipt of your letter dated the 29th of July last, No. 2596, General, and No. 112, Judicial, forwarding letters from the Officiating Judicial Commissioner, recommending certain changes in the judicial administration and the powers of the various Civil Courts in Mysore.

2. This reference apparently arose out of the heavy pressure of judicial work in the district of Nundigroog; but you have taken the opportunity, in conjunction with Mr. Kindersley, to recommend several important modifications of the system of appeal of the powers of the various courts, and in the appointment of assistants. The whole scheme, his Excellency in Council observes, has been very fully and carefully considered by you, and it has been subjected to a close examination by the Government of India.

3. I am now desired to communicate to you the views of Government on the principles and details of the scheme as presented by you.

4. His Excellency in Council concurs with you in opinion that the appointment of a separate officer as civil and sessions judge would not meet the present difficulty, and that the remedy for any apparent evils or defects is to be sought for in a proper division of the work of the existing courts, and in a re-adjustment of the duties and powers of the officials presiding over them.

5. In this view, it is considered by his Excellency in Council that the following should be the powers and limits of the various courts throughout the province:—

The jurisdiction of the amildars should extend to all suits of the value of 50 rupees, instead of to 300 rupees as at present, and an appeal should lie from their decisions to the courts of the deputy superintendents, in all cases which deal with either immoveable or moveable property. His Excellency in Council thinks it an essential part of such a system that suitors should have one appeal allowed to them as of right, in all cases of whatever kind, except those decided by regular Courts of Small Causes, such as exist at Bangalore or elsewhere, and he is not yet prepared to entrust the power of a final and unalterable decision to the courts of the amildars, even in cases of trifling amount.

6. Assistants should have powers to the extent specified by you, viz., of hearing all suits, the value of which ranges from above 50 rupees to 3,000 rupees. The remarks regarding appeals made in the previous paragraph will apply to appeals from their decisions also. There must be one appeal allowed from all their decisions of whatever kind, and it should be to the superintendents of the divisions. The assistants will not themselves exercise any powers of appeal. The views of his Excellency in Council on the further question of special appeals will be communicated to you in a subsequent portion of this letter.

7. Deputy superintendents should be empowered to try all original cases above 3,000 rupees in value, to the limit of 10,000 rupees. An appeal will lie from their decisions to the Judicial Commissioner direct, and they will hear and decide appeals from the orders of amildars with provisions in regard to special appeals, which will be noticed presently.

8. Superintendents should try all civil suits of value above 10,000 rupees, up to any amount whatever; and appeals from their decisions will lie to the Judicial Commissioner also.

9. The principles which influence or direct this arrangement are, that the jurisdiction of the amildars will be considerably restricted, that the decision of a class of cases involving a large amount of property will be entrusted to more experienced officers, and that in all cases of value above 3,000 rupees, by whomsoever tried, a regular appeal will lie to the Judicial Commissioner.

10. In regard to special appeals, his Excellency in Council has referred to page 13, paragraph 32, of the Judicial Report for 1867, and he is clearly of opinion that, with exception to the class of suits which are of the nature of Small Cause Court cases, there should be a privilege of special appeal from the orders passed on regular appeal, whether by deputy superintendents reviewing the decisions of amildars, or by superintendents reviewing those of assistants. No special appeal should be allowed after the regular appeal, in cases of the nature of Small Cause Court cases when decided by amildars to the value of 20 rupees, and by assistants to that of 100 rupees.

11. There will then be one tribunal for all special appeals, viz., the Judicial Commissioner, and these appeals should be strictly confined to the cases contemplated by the Code of Civil Procedure (Section 372), in which the decisions are contrary either to law or to some usage which has the force of law, or in which there has been some such substantive error in law in the investigation of the case as shall have produced an error in the decision on the merits, and have caused a miscarriage of justice.

12. His Excellency in Council thinks it necessary to add that the Judicial Commissioner must take great care that this privilege, for it is nothing less, shall not be abused, as he has reason to believe that it has been elsewhere. The object of allowing a special appeal is to establish uniformity of decision on points of law or usage throughout the country or province in which justice is administered, and to avoid or reconcile any inconsistent and incongruous rulings of the various subordinate courts. But it is not meant that this privilege should be extended to suitors who are simply dissatisfied with the concurrent, or even conflicting, decisions of two courts, or who are bent on needlessly protracting litigation. The Judicial Commissioner should take care to deal summarily with all special appeals which are in reality appeals on matters of fact, in which no point of law can be fairly raised, and in which substantial justice has been done after a fair and impartial inquiry.

13. In connection with this subject, his Excellency in Council thinks it might be expedient to entrust some of the courts, when sitting in regular appeal, with a power to draw up cases for special appeal, and forward them to the Judicial Commissioner. The rule might be as follows:—Whenever the deputy superintendent or superintendent may perceive that, on the facts as found by himself only, or by himself and the lower court, some doubtful or difficult point of law or usage arises, he shall be at liberty to draw out a statement of the facts, and to submit a case for the decision of the Judicial Commissioner on the point of law or usage which may have arisen on the facts found. This is the practice which is now in force in the Small Cause Courts of the Regulation Provinces where there is no appeal on matters of fact, and it has been found to work well. The Judicial Commissioner will then proceed to decide the law which should be applicable to the facts found by the lower court, and will give his decision just as if the case were one of ordinary special appeal. It will, of course, be imperative that the facts should be clearly and fully found, and that the doubtful points of law or of usage should be concisely and neatly stated by the submitting official.

14. In all other cases regarding immoveable property of whatever amount, or regarding moveable property above 20 rupees and 100 rupees in value, decided originally in the courts of amildars and assistants respectively, in which the appellate judge should not think that any point of law arises, or that there is any necessity for his submitting a case in the manner just contemplated, the dissatisfied party may still be at liberty to prefer a special appeal in the usual manner, and the Judicial Commissioner will hear and decide all such cases, only paying due advertence to the necessity of confining this privilege to suits when it is really justified, and of discouraging the pernicious habit of preferring frivolous, vexatious, and unnecessary special appeals.

15. His Excellency in Council is aware that Act VIII. of 1859 has not been regularly introduced into Mysore, but that, by the Resolution of 4th November 1859, it was only placed in the hands of the courts as an authoritative guide and a useful book of reference, and he has referred to the rules for the judicial administration of the country, privately printed, and sent up to the Government of India by the late Sir M. Cubbon in 1855. His Excellency in Council apprehends that the Code of Civil Procedure is constantly referred to by the judicial officers, in conjunction with the rules in force by which the courts are actually

actually guided. Some precise rules, his Excellency in Council thinks, might possibly be laid down on this occasion for the guidance of the courts in cases of remands. Where there has been a manifest defect in the investigation, and a failure to admit documentary evidence, or to examine witnesses, the courts of the deputy superintendents, the superintendents, and the Judicial Commissioner, should be empowered to remand the case to the lower courts for further inquiry or evidence. These remanded cases should always be taken up out of their turn, and should be decided with all speed consistent with a due inquiry. And all Appellate Courts should be enjoined to avoid the error of remanding a case more than once, and to decide it, if it should be necessary to remand it at all, soon after the case has been returned with the additional evidence and finding of the lower court.

16. Some rules might be established as to the power of each court to review its own judgments. His Excellency in Council would be disposed to confine this power to the courts of deputy superintendents and superintendents, and to cases in which there has been a manifest error or omission in the judgment. He would not empower amildars or assistants to review their own judgments, but would leave all parties dissatisfied with the decisions of these courts to their remedy by regular appeal. No more than one application for review of the same decision should ever be entertained on any account whatever. But his Excellency in Council's observations on the subject of remands and reviews are only thrown out for your consideration, as his Excellency is not aware of the precise practice of the courts in this respect, and it is by no means his wish that any judicial practice should be forced on the people which is too elaborate or refined, or is beyond their comprehension.

17. His Excellency in Council thinks that, in concert with the Judicial Commission you might draw out a set of improved rules in which the provisions, modifications, and exceptions stated in this letter, shall be clearly embodied to serve as guidance to the pleaders, the suitors, and the courts, and you can suggest anything in regard to such provisions in this letter as are merely thrown out for your consideration, and on which the opinion of his Excellency in Council has not been finally delivered. But his Excellency in Council is decidedly of opinion that the new system should be introduced, not into a single district as an experiment, but into the whole province at once.

18. The financial part of the scheme remains for consideration. His Excellency in Council understands from your 9th paragraph, that you wish to appoint judicial assistants to each division, or seven in all, in the proportion of five natives to two Europeans. On referring, however, to the 57th paragraph of your letter of January last, it would appear that you were then desirous of having 32 assistants, instead of 29 as at present, which would be an increase of three. His Excellency in Council is not quite sure which course you now recommend as essential to the success of your scheme, but he will be prepared to sanction the appointment of an assistant superintendent to each of the districts named in the 9th paragraph of your letter under acknowledgment, and he only wishes to have a statement which will show the exact amount of the increased expenditure. The salaries of the native assistants range from 300 rupees to 600 rupees, and the cost of their establishment is set down at 261 rupees a month, in your letter of January already alluded to.

19. You will be at liberty to appoint native assistants to each of the districts named, or Europeans in the proportion of two to five natives, as you have suggested, and as you may think advisable for the welfare of the province and the success of the administration.

20. His Excellency in Council trusts, in conclusion, that the measures which have now either been approved, or have been indicated as suitable to the province, may result in the object at which every good judicial administration should aim, viz., prompt but not hasty justice, the decision of important cases by experienced judges, a safeguard against abuse in due gradations of appeal, and the discouragement of unnecessary and exhaustive litigation.

Enclosure 3, in No. 22.

From *L. B. Bowring*, Esq., Commissioner of Mysore, to *W. S. Seton-Karr*, Esq., Secretary to the Government of India, Foreign Department (No. 4600-219); dated 11th November 1868.

REFERRING to your letter No. 280, dated 13th ultimo, I have the honour to submit copy of a letter, No. 1492-186, dated 6th instant, from the Judicial Commissioner in Mysore, in which he has endeavoured to illustrate the probable effect of the orders of Government in relation to the admission of appeals from the orders of the subordinate officers in the Judicial Department; while, at the same time, he submits proposals for the nomination of civil judges to the three districts of Bangalore, Mysore, and Shimoga, should the instructions of Government be carried out.

2. I venture to think that Mr. Kindersley is correct in his opinion that the orders of Government would necessitate the appointment of special officers to the districts named,

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it being impracticable for superintendents and deputy superintendents to exercise the proposed jurisdiction in the Judicial Department without detriment to their other functions. But independently of the heavy extra expenditure which the Officiating Judicial Commissioner's proposals, as given in paragraph 14 of his letter, would entail, I feel some hesitation, under existing circumstances, in recommending the nomination of special officers as civil judges for the three districts referred to, inasmuch as it would entail the appointment of European gentlemen to the posts designated.

3. I think it would be a mistake to introduce any changes which would have the effect of increasing the work of superintendents and deputy superintendents, to lessen whose labour was the object of my reference No. 2596-112, dated 29th July 1868, and I, therefore, venture to submit, for the consideration of his Excellency in Council, the statistics furnished by Mr. Kindersley.

4. While admitting the force of the argument that one appeal at least should be admitted, I should nevertheless be glad to see an experiment made of vesting Amildars and assistant superintendents with Small Cause Court powers in suits of limited amount, as proposed in my letter of 29th July; and should the Judicial Commissioner have reason to think that such powers have been abused, the more comprehensive scheme now propounded might be carried out. It would be easy to retain in all such cases a record of the proceedings, which would show whether the summary jurisdiction had been rightly exercised or not.

Enclosure 4, in No. 22.

From *J. R. Kindersley, Esq.*, Officiating Judicial Commissioner of Mysore, to the Secretary to the Commissioner of Mysore (No. 1492-186); dated 6th November 1868.

* Foreign Department, Judicial, No. 280, 13th October 1868.

HAVING attentively studied the orders* of his Excellency the Right Honourable the Governor General in Council upon the subject of the re-organisation of the system of civil judicature in this province, I have the honour to submit, for the consideration of the Commissioner, the probable effect which those orders would have on the business of the superior courts. In illustration of this probable effect, I beg to submit a tabular statement showing the estimated difference between the result of the plan which I had the honour to recommend, and the result of the same plan as amended by Government. The latter estimate is believed to be more reliable than the former, which I submitted last July, because it is founded on the actuals of 1867; while the former was founded on an average, including the famine year 1866, when litigation was depressed. The experience of the current year corresponds more nearly with that of 1867.

2. It will be recollected that, in my letter of the 19th of August 1867, I recommended that the Amildars should have final jurisdiction to the limit of 50 rupees in small causes; that judicial assistants should have jurisdiction from 50 rupees to 3,000 rupees, and final jurisdiction in suits of the nature of "small causes" to the limit of 100 rupees. The experience of another year led me to think that Amildars might be entrusted with jurisdiction to the value of 100 rupees. This last, however, was merely a suggestion thrown out in deference to the opinion formerly expressed by the late Officiating Commissioner.

3. It was an essential part of the scheme that the more important suits should be commenced before the more experienced officers of the administration, while the smallest suits of the nature triable by a Court of Small Causes should be disposed of in a summary way by the Amildars and assistants. The latter measure was to be the complement of the former. To transfer the more important trials to the higher courts, already burthened with all kinds of work, would of course add considerably to the work of those courts, and therefore it was absolutely necessary to give some relief to the superior officers of the commission in another department of their duties. As they could not be relieved of any of their executive duties, it was suggested that they should be relieved by the summary and final disposal of all suits of the nature of small causes not exceeding the value of 100 rupees; all, except the smallest suits, being transferred from the less competent Amildars to the more competent judicial assistants.

4. Without for a moment questioning the justice of the observations contained in the orders of Government, I have the honour to bring to notice that, while the Government have been pleased to approve of the proposals which would add to the work of the superior courts, they have not sanctioned that part of my scheme which was calculated to give relief to those courts by giving small cause jurisdiction to the Amildars and assistants in petty cases. It is evident, therefore, that the modifications made in my plan by the Government would necessitate a corresponding increase in judicial establishments.

5. In recommending that Amildars should have final jurisdiction up to 50 rupees, I was encouraged by the fact that the District Moonsiffs of the Madras Provinces have exercised a similar jurisdiction under Madras Act IV. of 1863, with the happiest results. Having been civil judge of two districts in succession since the introduction of that Act, I was in
a position

a position to know that the people were generally satisfied with its operation, and that complaints of injustice under it were very rare. And if the District Moonsiffs were generally better educated than the Amildars of Mysore, the summary settlement of small suits seemed to be suited to the non-regulation system and to the wants of the people.

6. The work of the Judicial Commissioner would not be materially increased by the amendments made by Government; and I believe that I should not be overtaken. But the work of the superintendents would be seriously increased. Mr. Seton-Karr has pointed out in his letter (paragraph 2) that this reference arose out of the heavy pressure of judicial work in Nundidroog. I proposed to reduce the appeals to the superintendent of Nundidroog from 120 per annum to little more than 70. The amendments made by the Government would swell the number to 248, which would be more than the superintendent could manage. The superintendents of other divisions would be saddled with rather more work than that of which the superintendent of Nundidroog complains.

7. The work of the deputy superintendents would be seriously increased; 1st, by the reservation for them of heavy cases; 2ndly, by an increase of the number of appeals; and lastly, and chiefly, by depriving them of the power of referring suits to assistants for disposal, a power which is now largely exercised.

8. The Commissioner, in his introductory remarks upon the Judicial Administration Report for 1867, paragraph 8, expressed an opinion that deputy superintendents should not personally decide many civil suits, excepting the more important suits; and the Right Honourable the Governor General in Council was pleased to approve of that opinion. Probably, therefore, his Excellency would not wish that much of the time of the deputy superintendents should be occupied with appeals of the very smallest value.

9. It would not become me to press upon the Government those parts of my scheme of which they have not approved, but which, I humbly think, are suited to the requirements of the people and of the administration. And therefore I proceed to submit, for approval, suggestions which, though I do not think them so good as those which I made in August 1867, appear to be necessary for carrying out the intentions of Government as nearly as possible.

10. If his Excellency the Governor General in Council should not be pleased to allow to amildars final jurisdiction in small causes to the value of 50 rupees, I would with great deference request that, in such petty cases, the decision of the first appellate court should be final. This is the rule with regard to such suits in Her Majesty's territories to the value of 500 rupees, and I am impressed with the opinion that special appeals not exceeding the value of 50 rupees are simply vexatious.

Act XXIII. of 1861,
Section 27.

11. As the jurisdiction which Government propose to confer on superintendents and on deputy superintendents respectively cannot be exercised by them without diverting their attention unduly from executive duties, and as the difficulty would be felt more particularly at the head-quarter stations of Bangalore, Mysore, and Shimoga, it seems expedient to appoint a civil judge for each of those three districts, who should, within the limits of his district, exercise the civil jurisdiction which the Government propose to confer on superintendents and deputy superintendents.

12. In the outlying districts of Toomkoor, Colar, Hassan, Chituldroog, and Chickmoogloor, it would probably be sufficient to empower the deputy superintendent to refer to his judicial assistant any appeals from amildars which he might think proper to refer to such assistant.

13. The labour of the judicial assistants would be so much increased that it would be necessary to have one for each district, except Bangalore, for which two would probably be required.

14. If the Right Honourable the Governor General in Council should think it expedient to appoint three civil judges, as suggested, I would recommend that the salary of the civil judge of Bangalore should be not less than 1,200 rupees, and that of the civil judge of Mysore and of Shimoga not less than 1,000 rupees. The first judge of the Court of Small Causes at Bangalore has 1,000 rupees per mensem.

15. The instructions contained in the 11th and 12th paragraphs of Mr. Seton-Karr's letter are in accordance with the limitations under which special appeals are now admitted.

16. It would seem necessary, wherever the jurisdiction would be final, to give the power of review of judgment, or of submitting the case for the orders of a higher court.

Enclosure 5, in No. 22.

From *W. S. Seton-Karr*, Esq., Secretary to the Government of India, Foreign Department, to *L. B. Bowring*, Esq., C.S.I., Commissioner of Mysore (No. 332); dated 10th December 1868.

I AM directed by his Excellency the Viceroy and Governor General of India in Council to acknowledge the receipt of your letter, No. 4,600, dated 11th ultimo, forwarding an enclosure from the Judicial Commissioner, in which he raises objections to a part of the scheme for judicial improvements in Mysore, lately sanctioned by Government, and suggests the appointment of civil judges in three districts named.

2. In reply I am directed to observe that, while his Excellency in Council has no intention of burdening the superintendents and deputy superintendents with additional work in the shape of increased appellate jurisdiction, to such an extent as materially to interfere with the due discharge of their other functions, he must yet observe that the estimate formed by Mr. Kindersley of the probable increase is obviously, to some extent, based on conjecture and probabilities. That part of the scheme by which, even in the lowest class of cases, one appeal should be allowed, is one to which his Excellency in Council attaches particular importance, and he is by no means certain either that appeals from the orders of amildars and assistant superintendents will multiply in the proportion anticipated, or that if they do, the result will be, as far as the suitors are concerned, other than beneficial.

3. His Excellency in Council is unable entirely to endorse the opinion of the Judicial Commissioner that "special appeals not exceeding the value of 50 rupees are simply vexatious." Cases may occur in Mysore, as they have certainly occurred in the regulation provinces on this side of India, in which, on special appeals affecting immovable property of much less than 50 rupees in value, legal issues of paramount importance to the native community, and forming precedents for a large class of cases, have been raised and decided. You will remember, too, that by paragraph 10 of the letter from this office, dated the 13th of September last, special appeals were not allowed in cases of the nature of those small cause courts when below 10 rupees and 100 rupees in the two lowest classes of tribunals. Moreover, the plan proposed by the Judicial Commissioner in the last paragraph of his letter, of allowing a review, or of submitting a case for the orders of a higher court, might not, in the long run, differ materially from the system of appeal lately sanctioned.

4. His Excellency in Council is of opinion, after duly weighing the objections urged by yourself and by Mr. Kindersley, as well as the plan of nominating three civil judges, which you do not appear very heartily to support, that it is desirable that the recent changes should have a full and fair trial, and he accordingly desires that this may be done. If, after a reasonable time, it should be found that any further modification is indispensable to a good administration, or to the due discharge of their entire duties by any one class of officials, the Government of India will be prepared, on due cause being shown, and on the receipt of facts and figures, to give any such suggestions due consideration and thought.

— No. 23 —

(Foreign Department.—Political.—No. 26)

To His Grace the Duke of *Argyll*, K.T., Her Majesty's Secretary of State for India.

My Lord Duke,

Fort William, 19 January 1869.

* See page 54.

IN continuation of our Despatch,* dated 17th ultimo, No. 228, we have the honour to forward, for the information of Her Majesty's Government, a copy of a letter from the Commissioner of Mysore, submitting Major Elliot's report on his investigation into the property of all kinds belonging to the late Maharaja of Mysore. We also forward a copy of our reply, expressing our satisfaction with the results of the inquiry, and communicating our orders on certain points which were referred for our consideration.

We have, &c.
(signed) *Mayo*.
W. R. Mansfield.
G. N. Taylor.
H. M. Durand.
H. S. Maine.
J. Strachey.
R. Temple.

Enclosure 1, in No. 23.

From *L. B. Bowring*, Esq., C.S.I., Commissioner for the Government of the Territories of His Highness the Maharaja of Mysore, to the Honourable *W. S. Seton-Karr*, Secretary to the Government of India, Foreign Department (No. 159); dated 29th November 1868.

I HAVE the honour to submit, for the information of his Excellency the Viceroy and Governor General in Council, copy of a letter, dated 13th instant, from Major C. Elliot, C.B., reporting on the result of his investigation of the property of all kinds belonging to the late Maharaja of Mysore. A copy of the list of the immoveable property accompanies.

2. There are only one or two points calling for remark in regard to the description of property just adverted to. The first relates to the kawuls, or grazing lands, belonging to his Highness, which have formed the subject of a special correspondence with the officer in charge of the palace duties. It appears that 56 kawuls were assigned to the Maharaja when the administration was taken from him, and that two were subsequently added, making 58. On the abolition of the Government Amrit Mehal Department, 30 more were given over to his Highness, so that the existing number is 88. These grazing lands are divided into those appropriated for private use, and for certain dependants of the palace, numbering in all 43, while the remaining 45 are comprised in what is called the "Mauda Churai," or Public Cattle Department. It is now proposed to retain under the palace officers the former, comprising 927 head of cattle, in 38 kawuls (deducting five given away by the Maharaja to private individuals), with four more situated conveniently near to Mysore, which should be transferred from the Mauda Churai Department. These 42 kawuls are all in the southern part of the province, and can be easily supervised by the palace officials. There remain 41 public kawuls, containing 2,041 head of cattle, which are not required for palace purposes. Formerly the bulls bred in these grazing grounds were sold for profit, and a small income was also realised from the sale of grass. It is now proposed to lease out the kawuls to the Amrit Mehal Department at a merely nominal rent, following the precedent established in 1813, when 138 kawuls were rented to the British Government for 1,279 pagodas; this small sum having been entered in the accounts with the view of reserving the Maharaja's sovereignty. At the same time it is proposed to sell to the British Government the 2,041 head of cattle referred to, at an average price of 20 rupees each, great and small. It will be seen that this arrangement is of benefit both to the British Government and the Mysore State; to the former as securing to it extensive grazing grounds and a considerable number of cattle at a low price, and to the latter as enabling it to effect a reduction in the strength of the establishments and a diminution of their responsibility. As the Assistant Commissary General at Hoonsoor is not competent to conclude the bargain himself, he has addressed the Government of Madras on the subject, and I presume that that Government will submit it for the orders of his Excellency the Viceroy and Governor General in Council.

3. The next point on which I solicit the orders of Government is the provision to be made finally for the grandsons of the late Maharaja. It will be seen that Deva Parthiva, son of Nunjraj, claims certain property specified in paragraph 5 of Major Elliot's letter, and it is considered that inconvenience would be caused were he to retain the Loke Runjon Palace at Mysore, and the garden and appurtenances at Seringapatam. It would, however, be inexpedient probably to increase largely the money allowances proposed in my letter, No. 122, dated 4th instant, and I concur with Major Elliot that an arrangement might with advantage be effected by which a sufficient income from land should be secured to the princes, while other property should be substituted for the two above named. The money payments specified in my letter referred to aggregate 38,400 rupees yearly, the estimated rental of the Chamrajnugur Talook, which under other circumstances it was proposed to guarantee to one of the Maharaja's grandsons, being 1,50,000 rupees. Out of the said sum of 38,400 rupees, or 3,200 rupees monthly, it was proposed to assign 1,200 rupees to Deva Parthiva, 1,200 rupees to Nunjraj, 600 rupees to the infant children of Devraj, deceased, and 200 rupees to Chamraj. But I would suggest, for the consideration of Government, that the total income of the illegitimate branch of the family referred to should be not less than 75,000 rupees, or half the estimated assets of the Chamrajnugur Talook. This would leave 36,600 rupees to be made up in land, and I think that a provision to the total amount mentioned, viz., 75,000 rupees, would be ample for all concerned. The jageer of Rampoor, formerly held by Hiruniappa, a nephew of Poornéa Dewan, pays about 12,000 rupees, and that held by Bale Urus, of the Moogoor family, is worth about 10,000 rupees yearly. As soon as I am favoured with instructions from Government as to what may be considered a suitable income, I shall be able to take steps for ascertaining the market value of the estates mentioned, and of others equally eligible.

4. The arrangements detailed in paragraph 3 of Major Elliot's letter appear suitable. In respect to the houses referred to in paragraph 4, it appears to me that Dr. Campbell's title to the bungalow, now in his possession, is established. The officer in charge of the palace duties will be requested to adjust the claim against Mrs. Lewis.

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5. The Government will, no doubt, observe with satisfaction that, owing to the prompt measures taken by Major Elliot, according to my telegraphic instructions, on the late Maharaja's demise, the valuable jewellery, and other property, were immediately sealed up; and it will be seen that, notwithstanding the lavish expenditure in the latter days of his Highness' life, there is still a great quantity of property of price, the jewellery alone being worth 26 lakhs. Catalogues have been drawn up, and an approximate valuation of the various articles has been made, while precautions have been taken to prevent the loss or abstraction of valuables hereafter. I may observe that the Ranees are not competent to dispose of the jewellery shown against their several names, and that on their demise it will revert to the young Maharaja.

6. A question has arisen regarding the right of Prince Deva Parthiva to the jewellery, and other property, valued at 1,15,196 rupees, belonging to the late lady called "Krishna Vilas"; although the proof that the Maharaja assigned these valuables to his illegitimate grandson is not strong, I think it may be inferred that such was his intention.

7. The property referred to in paragraph 11 of Major Elliot's letter was given, it is stated by the Maharaja, to the lady named "Mudun Vilas," and might, I think with propriety, be divided among the immediate descendants of Chamraj, that is, Nunjraj, the children of Devraj, deceased, and Chamraj, mentioned above in paragraph 3; the proportion to be determined by the officer in charge of the palace duties. The total estimated value of it is 3,68,920 rupees.

8. The cloths referred to by Major Elliot in paragraph 13 of his letter have been valued at only 2,77,856 rupees, though it is believed that they cost the late Maharaja double this sum. Among them are pieces of kimkháb, of great beauty; but as they cannot now be worn by the ladies of the palace, and as it is not considered expedient to dispose of them by sale, I fear they will be spoilt before the young Maharaja attains his majority.

9. Of miscellaneous property, I may refer to the armoury as containing a rare and valuable collection of weapons of all sorts, and to the library as comprising a large number of curious manuscripts, mostly in Canarese however. Catalogues have been made of these, and I propose submitting a list of the latter for the information of the Supreme Government. Both collections will remain intact, and be carefully preserved.

10. It will be seen from paragraph 18 of his letter that Major Elliot had already disposed of the superfluous animals prior to the receipt of the orders of Government sanctioning their being given away to the palace dependants.

11. In concluding this report, I may observe that the difficult task of examining and cataloguing the Maharaja's property has been performed by Major Elliot and his assistant, Mr. Rangacharloo, with scrupulous care and fidelity, and that great credit is due to both these officers for the excellent arrangements made by them to prevent any spoliation or loss.

Enclosure 2, in No. 23.

From Major *C. Elliot*, C.B., Superintendent of Ashtagram Division, in charge of Palace Duties, to *L. B. Bowring*, Esq., C.S.I., Commissioner for the Government of the Territories of his Highness the Maharaja of Mysore; dated 13th November 1868.

I HAVE the honour to submit my Report on the property of his Highness the Maharaja of Mysore, the investigation and cataloguing of which have now been completed.

Inclusive of four
given away.

2. The property has been divided into immoveable and moveable; a list of the former is herewith submitted. It comprises the palace at Mysore, the smaller palaces at Chamrajnugur and Nunjengode, several gardens and bungalows, chiefly at Mysore and Seringapatam, the Lál Bágh at Bangalore, and 87 kawuls or grazing farms in the several talooks; the latter have been separately reported upon in my letter (No. 75), dated 20th October, which, together with the statement in paragraph 5 of my previous letter on the subject, may be treated as an enclosure to this Report. My propositions, which received your approval, are to reserve for the use of the palace cattle the 42 kawuls situated in the talooks adjoining Mysore, renting out to private individuals any of them which may hereafter be found superfluous, and to make over the remaining 41 kawuls, which belong to what is called the "Mauda Churai," or Cattle Breeding Department, and which are situated in the more remote talooks, to the Government Commissariat (from whom the greater portion of them has been but recently obtained) at a moderate or nominal rent in recognition of the Maharaja's proprietary right to them; selling the cattle to them at an average price. These arrangements remain to be carried out.

3. No alteration is proposed in respect of the remainder of the immoveable property except selling away a few building sites of little value, which are situated in the midst of private houses in the towns of Mysore and Seringapatam. Arrangements have been made

made for fixing moderate rents, amounting in all to 95 rupees per month, upon three of the bungalows, which are in the occupation of public officers, and the palace establishments retained provide for the due care and protection of the remainder of the property. The pleasure and fruit gardens at Mysore have been retained under direct management; those situated outside remain to be rented out, under proper stipulations for their preservation.

4. In the list which had to be prepared upon an inquiry of his Highness's rights in the absence of any regular record of property kept in the palace, there are included four kawuls and two bungalows known to have been given away by his Highness, and which must be struck out upon a formal examination of their title deeds, which have not all been produced by the time I left Mysore. One of the above bungalows, in the possession of Dr. Campbell, is stated to have been given to him in gift by his Highness. Dr. Campbell's agents have not produced any deed of gift for the property, but a former deed of gift to Lingraj Urus has been found among the palace records, bearing an endorsement in his Highness's own handwriting, to the effect that the bungalow was given in gift to Dr. Campbell, on Tuesday, the 7th "Jéshta sooddha" of the year "Siddartee," corresponding with June 1859. There are also two bungalows, the property of Mrs. Lewis, upon which his Highness has simply a claim for money due upon a decree obtained in court by one of his dependants, who made it over to him as a "Nuzzer."

5. His Highness's grandson, Deva Parthiva, also claims the properties noted in the margin, under orders recorded in the departmental books, giving them to him in gift. The permanent alienation of the first two properties, however, will take away so much from the future convenience of the palace that it will be desirable to substitute some other gardens in their stead when hereafter determining the question of the immoveable property, which should be provided for the grandsons. In connection with this subject, it may not be out of place here to make a suggestion. Though the Government of India have justly negatived the grant of any extensive territorial grant, it is obvious that nothing would so much conduce to the future comfort and position of these families as the provision of suitable landed estates, in addition to the pensions already proposed, and there cannot be the same objection on the score of the rights of the ryots to the purchase of already existing jágeers as to the grant of new ones. The jágeer of Rampore, belonging to the late Hiruniappa, one of his Highness's dependants, has been, or is about to be, sold, and another jágeer of Bále Urus, one of his Highness's relations, has been attached on account of his private debts, and there seems to be no prospect of his redeeming it; if the necessary sanction is accorded, negotiations can be made for the purchase of these, or other similar property, which can be made more valuable by the remission of any jodi with which they may be at present charged.

1. Loke Runjon Mehal and garden at Mysore.
2. Scott's garden, bungalow, and bathing ghaut, at Seringapatam.
3. Hinicul Kawul.

6. I shall now proceed to notice the arrangements which have been made in regard to the moveable property. It has been separately catalogued under the following heads:—First, jewellery, comprising gold and silver articles, as well as precious stones and pearls; second, cloths; third, brass utensils; fourth, sillakhana, or the armoury; fifth, Saraswati Bundar, or Sanskrit books; and sixth, all other articles of general furniture, both in the palace and in the outside bungalows, comprising also clocks, watches, musical boxes, and other miscellaneous articles.

7. The jewellery has given the greatest anxiety. Considerable quantities of it were given away years back, by the Maharaja, to his illegitimate sons-in-law, whose cows, even according to repute, were provided with chains of gold. There has been more economy in recent years; but the last inventory of them was taken 17 years ago, and though some accounts have been since kept, it is a well-known fact that the Maharaja furnished the departments with no accounts for what he desired to expend without their knowledge. There were besides three different "Bokuses," or depositories, which led to considerable complication; jewellery was also retained separately in each "Sunnidanum," or zenana-room, and gold and silver articles with almost every department. Under such circumstances, I saw that my security lay entirely in the adoption of prompt measures for securing the property, as it remained at the date of his Highness's demise, and this was accomplished by the prompt sealing of all the rooms in which property was known to have been contained immediately on receiving notice of his Highness's demise. No less than 193 seals were thus affixed, and though a certain degree of harshness may be attached to the measure, I have reason to congratulate myself upon the success by which it has been attended; and with the good precautions adopted by Mr. Rangacharloo for the careful examination and minute cataloguing of the property, I can confidently state that there has not only been no room for any malpractice, but the future security of the property during the period of minority may be said to be well ensured and provided for. The suspicion and distrust with which the Ranees viewed our proceedings were exchanged for confidence in our scrupulous care. The examination of the jewellery was invariably conducted in the presence of myself, my assistant, one or two Bukshees, being the relations of the Maharaja, and the Goorikars and Serishtadars of the zenana department; and I would beg to suggest that this complex system, which is depended upon in all native institutions for the preservation of valuable jewellery, may be advantageously followed for the future. I propose that on all occasions of opening the jewellery-room for the placing in or taking out of jewellery, the officer in charge of the palace, who will keep the

key of the room, a Bukshee in each of the Armané and Killé Cutcherries, and one of the Goorikars and Serishtadars in the zenana department, who will have the immediate charge of the Bokkus department, should invariably be present.

8. Every article has been carefully described in the catalogue, and the number of precious stones and pearls in each counted, as far as practicable, and in the case of gold and silver articles their ascertained weight has been duly recorded, and a valuation, though a rough one, has been generally fixed in all but a few cases of miscellaneous articles of petty value. The jewellery has been carefully re-arranged, and placed in boxes properly labelled.

It will be seen that while the jewellery of the deceased ladies has been thrown into one head, those of the living Ranees and ladies have been kept distinct; but it is well understood that they have but a limited control over the property, its reversion vesting in the palace. It will be also seen that by far the great bulk of the articles have been put away in the Bokkus-room, and to simplify matters further, such of the articles as are likely to be required for the use of the young Maharaja on festival occasions, have been put in a separate box, so that they may be readily taken out without interfering with the rest, which need not be opened at all; but as a considerable portion of the jewellery consists of pearls, which are likely to be spoiled by being shut up in boxes, it may be necessary to take them out and expose them to the air periodically, under proper precautions. The superfluous portion of the gold and silver articles of the Chamoondi Tottee, not required for daily use, have been similarly secured in a distinct room of the department, under lock and key of the officer in charge of the palace. The property left outside with this department, consisting chiefly of gold and silver idols in daily worship, is still very large. The same remark applies, to a less extent, to the articles left in the Avasarada Hobli department, consisting of insignia, and other articles in frequent use, but under the joint responsibility of Goorikars and Serishtadars, which exist in every department, I have no apprehension in regard to their proper preservation. The jewellery left with the Chundra Vilas Sunnidanum especially is large, and it may be expedient to recall and place in the Bokkus such portions as may not be required.

9. The total of this catalogue, according to valuation made, which leaves out the throne and some petty jewellery, amounts to Rs.33,69,691. 8. 0., of which 26,02,233 rupees is the value, as estimated, of jewellery proper, Rs.4,16,570. 12. 0. of gold, and Rs.1,80,571. 8. 0. of silver articles, besides Rs.1,70,316. 4. 0. of silver and gold coins, which his Highness seems to have for a long time kept in the Bokkus as a last resource in times of difficulties.

10. There are besides the jewellery of the two grandsons, which has also been separately catalogued and valued. They are as noted in the margin. The Mudun Vilas Tottee catalogue does not include some articles which were in the use of the family, and of which no account has yet been furnished. Prince Deva Parthiva's jewellery consists of those, which are properly his own, and of some more stated to have been assigned to him by the late Maharaja from the property of the late Krishna Vilas lady, whose funeral ceremonies he performed. The latter are retained in the Bokkus, pending a settlement of the question. An unsigned draft of an order of the late Maharajah, making the assignment, has been found amongst the palace records, and search remains to be made for further references on the subject. Meanwhile I may remark that his right to the same appears to have been generally recognised in the palace.

Prince Deva Parthiva :					Rs.	a.	p.	Rs.	a.	p.
Jewellery	-	-	-	-	1,27,934	-	-	1,88,907	-	-
Gold	-	-	-	-	44,691	-	-			
Silver	-	-	-	-	16,282	-	-			
Stated to have been given from Krishna Vilas' Sunnidanum property to Prince Deva Parthiva :								1,15,196	-	-
Jewellery	-	-	-	-	1,03,270	-	-			
Gold	-	-	-	-	11,926	-	-			
Mudun Vilas Tottee Prince :								3,68,920	-	-
Jewellery	-	-	-	-	3,19,165	-	-			
Gold	-	-	-	-	49,755	-	-			

11. A question of some importance connected with this subject is the extent of control to be exercised in future over the property of the grandsons. The Mudun Vilas Tottee Prince has several children, and is sufficiently experienced to manage his own affairs, but there are minor children of his deceased brother, who have an interest in the property, and it may be necessary either to make a division of it, and secure the portion belonging to the latter, or make some other arrangement to ensure its being duly accounted for. Prince Deva Parthiva, though he has attained his majority, is yet inexperienced, and it will be necessary to retain the control of his affairs in the hands of the palace authorities for some time longer.

12. The only thing remaining to complete the investigation of this department is a comparison of the catalogue now made with the former accounts. I had no time to make this comparison, and it may not be of much practical value, owing to the defective state of the accounts already noticed, but it may be useful to show the extent of the differences requiring to be accounted for, and as the former jewellery accounts have been carefully sealed, this examination may hereafter be made at leisure.

13. The cloths belonging to the several zenana are large in quantity, but this is a description of property which rapidly deteriorates in value. According to the list now made, their valuation amounts to 2,77,856 rupees, and they have been secured in distinct boxes

boxes in a separate room of the palace, called the "Gogun Mahal," where they have been kept for a long time.

14. The brass utensils have been separately catalogued, and, with the exception of such as are in use, have been stowed away in a separate apartment, also under the lock and key of the officer in charge of the palace.

15. Separate catalogues have been made of the armoury, and the Saraswati Bundar; the former contains several jewelled arms of rare kinds, and the library is said to contain many rare books, but I have had no time to go into a minute examination of their contents.

16. The catalogue of general furniture requires no notice; but a few of the superfluous and useless articles belonging to the outside bungalows have been sold.

17. The reductions made in the carriages and live stock of all descriptions have already been reported. The sale of the superfluous carriages, horses, and other live stock, furniture, broken arms, and other miscellaneous articles, have produced in all Rs. 81,331. 7a. 8p., according to accounts already rendered, and to this has hereafter to be added the value of the cattle which is proposed to be sold to the Government Commissariat.

18. With reference to the orders of the Government of India only now received, directing that the superfluous animals should not be sold, but should be given away to the old servants and dependants of the palace, I beg to state that the matter engaged my earnest consideration; but having in view the abuses and distrust which it may lead to, I resolved upon disposing of them by sale, which was conducted in as private a manner as practicable, and was entirely confined to articles outside the palace. Within the palace the most scrupulous care was taken to leave everything in the state in which it was found.

19. This report completes all the subjects entrusted to me for inquiry, and I have, as far as it lay in my power, left little for future settlement. It is matter of considerable regret to me that I have been compelled by the state of my health to relinquish the charge without, for a short time at least, having any opportunity of watching the working of the palace departments under the new régime; but I am well satisfied that what remains to be done, as well as what further explanation may hereafter be required in regard to the past settlements and principles followed in obtaining them, will be readily attended to by Mr. C. Rangacharloo, to whose value as a public officer I have again, at the close of our labours, to record my testimony, and beg to commend him most strongly to the favourable consideration of Government as one eminently qualified to do honour to the highest branches of the public service. To his able assistance I have been much indebted throughout the whole of this, in many respects, delicate and most fatiguing and intricate inquiry, and I am desirous that Mr. Rangacharloo should receive the credit which he so justly deserves for the ability, energy, and great accuracy in detail which has enabled me to complete within what will be acknowledged, I believe, to be an unexpectedly short space of time, and to the great saving of Government, a special service of no ordinary magnitude and importance.

Enclosure 3, in No. 23.

From *W. S. Seton-Karr*, Esq., Secretary to the Government of India, Foreign Department, to *L. B. Bowring*, Esq., C.S.I., Commissioner of Mysore (No. 2); dated 4th January 1869.

I AM directed by his Excellency the Viceroy and Governor General of India in Council to acknowledge the receipt of your letter, dated 29th November last (No. 159), relative to the investigation made by Major Elliot into the property of all kinds left by the late Maharaja of Mysore.

2. The results of the inquiry, like those made on previous occasions into other departments, appear to his Excellency in Council to be entirely satisfactory. Your views relative to the provision to be made for the grandsons of the Maharaja in money and in land, as specified in your 3rd paragraph, are approved, and you are authorised to assign to them sums aggregating 38,400 rupees a year, and to look out for lands which will give them a further income of 36,600 rupees per annum.

3. Your views regarding Dr. Campbell's claim to a bungalow are correct, and the other arrangements contemplated in the 5th and following paragraphs of your letter are approved.

4. On one point only his Excellency in Council thinks some caution is necessary. The British Government may purchase the number of cattle mentioned in paragraph 2, and rent the grazing lands, provided these arrangements are reported through, and have the sanction of, the Madras Government. But care must be taken to avoid even the appearance of concluding a bargain which may be too advantageous to the Commissariat Department at the expense of the Maharaja's estate.

— No. 24. —

(Political.—No. 35.)

To His Excellency the Right Honourable the Governor General of India
in Council.

India Office, London, 18 February 1869.

* See page 81.

1. THE letter of your Excellency's Government (No. 230*) in the Foreign Department, dated the 17th of December last, encloses copy of the instructions which have been issued through the Chief Commissioner of Mysore to the guardian selected by Her Majesty's Government to superintend the education and moral training of the young Maharajah.

2. The instructions appears to me to be very judiciously framed to meet the principal object in view, and at the same time to secure the harmonious co-operation of the guardian of the Maharajah and of the Chief Commissioner of Mysore.

3. I hope to receive from your Excellency's Government, from time to time, reports of the progress made by the young Maharajah in his studies and pursuits.

(signed) *Argyll.*

— No. 25. —

(Foreign Department.—Political.—No. 92.)

To His Grace the Duke of *Argyll*, K.T., Her Majesty's Secretary of State
for India.

My Lord Duke,

Fort William, 17 March 1869.

WE have the honour to forward, for the information of Her Majesty's Government, a copy of papers showing the financial results of the settlement of the debts of the late Maharaja of Mysore, which are, in our opinion, very satisfactory.

We have, &c.
(signed) *Mayo.*
H. M. Durand.
H. S. Maine.
J. Strachey.
R. Temple.

Enclosure 1, in No 25.

From *L. B. Bowring*, Esq., C.S.I., Commissioner of Mysore, to *W. S. Seton-Karr*, Esq., Secretary to the Government of India, Foreign Department (No. 243); dated 5th February 1869.

I HAVE the honour to submit, for the information of His Excellency the Viceroy and Governor General in Council, copy of a letter (No. 2171), dated 25th ultimo, from the Deputy Accountant General of Mysore, reporting on the financial results of the settlement of the late Maharaja's debts and other extraordinary expenditure of the Palace.

Enclosure 2, in No. 25.

From *H. Hudson*, Esq., Deputy Accountant General of Mysore, to the Secretary to Commissioner, Mysore (No. 2171); dated 25th January 1869.

I HAVE the honour to submit a report on the financial results consequent on the settlement of the late Maharaja's debts, and other extraordinary expenditure of the Palace after his Highness's demise, which took place on the 28th March 1868.

2. The principal payments were the following, exclusive of pensions, establishments, and Palace supplies of an ordinary nature:—

	Rs.	Rs.
Debts paid at Bangalore - - - - -	6,36,420	
„ Mysore - - - - -	6,05,507	
		12,41,927
Gratuities to discharged servants - - - - -	-	2,98,166
Funeral expenses of His Highness - - - - -	-	78,125
Installation expenses of the young Maharaja - - - - -	-	14,457
	Rs.	16,32,675

3. On the other hand, the following assets were received at the Public Treasuries in connection with his Highness's personal estate:—

	Rs.
Cash found in the Palace Treasury - - - - -	10,339
Proceeds of surplus cattle and other property credited to the personal estate of the late Maharaja - - - - -	71,865
Proceeds of Government Securities in the hands of Messrs. Lecot & Co., the late Maharaja's Madras Agents, after settlement of their accounts - - - - -	1,95,509
	Rs. 2,77,713

4. Thus, a net surplus expenditure had to be met from the Treasury, amounting to 13,54,962 rupees, of which the payments on account of debts, then estimated at about 13 lacs, commenced in September 1868. On the 1st of that month the cash balance of the entire province was 42 lacs, against 39 lacs on 1st September of the preceding year, which, under ordinary circumstances, was not more than a sufficient working balance to meet public requirements till the commencement of the revenue collection season in December. The permission of the Government of India was therefore obtained by the Commissioner to sell 8 to 10 lacs of the Mysore Trust Fund Securities which represent the invested surplus of the Treasury cash balances. I may remark that although arrangements were immediately made in communication with the Accountant General of Madras for the sale of papers to the nominal value of eight lacs, the proceeds were not all received at the Commissioner's Treasury till the 3rd November, and meanwhile the cash balances fell on 1st November 1868 to the unprecedented sum of 22 lacs, of which the Commissioner's Treasury held in gold, silver, and notes 6,09,541 rupees only, although remittances had been obtained from Colar and Toomkoor in October to the amount of 1,80,000 rupees.

5. In consequence of the sale of the eight lacs of Government securities, the invested capital of the Trust Fund has been reduced from 33,23,300 rupees to 25,23,300 rupees, with an accumulation of cash by interest up to date, amounting to Rs. 1,13,810. 4. 11. After the close of the revenue collection season in April or May next, it may be deserving of consideration whether any further portion of the cash balances may be invested in Government Securities with due regard to the requirements of the public works and other departments.

98 CORRESPONDENCE RELATING TO THE RE-ESTABLISHMENT

6. The only remaining point that seems to call for report is the amount realised on the value of the Government Securities of the 4 per cent. loan referred to, the details of which are as follows:—

1.		2.		3.		4.		5.				6.		7.															
NOMINAL VALUE.		Interest Due at Time of Sale.		Discount.		Proceeds with Interest.		DEDUCT CHARGES.				Total Charges.		Net Proceeds.															
								Madras Bank's Commission at ½ per cent.	Brokerage at 1-16.	Sub- division Fees.	Exchange.																		
	Rs.	Rs.	a.	p.	Rs.	a.	p.	Rs.	a.	p.	Rs.	a.	p.	Rs.	a.	p.													
Sold at Madras - -	1,00,000	633	5	4	at 6 per cent 6,000 - -		94,633	5	4	236	9	4	62	8	-	11	-	-	-										
	1,00,000	744	7	1	at 7 per cent. 7,000 - -		93,744	7	1	234	5	9	-	-	-	-	-	-	-										
	1,00,000	744	7	1	at 7 per cent.		93,744	7	1	234	5	9	62	8	-	-	-	-	-										
Sold at Calcutta and Bombay - {	Three papers o one lac each	3,00,000	2,233	5	3	at 5½ per cent. 15,489 7 4		2,86,743	13	11	1,186	15	2	625	-	-	3	-	-	-									
	Two papers of } one lac each	2,00,000	1,666	10	8	at 6½ per cent. 13,000 - -		1,88,666	10	8											2,967	6	3						
TOTALS - - Rs.		8,00,000	6,022	3	5	48,489	7	4	7,57,532	12	1	1,892	4	-	750	-	-	14	-	-	2,967	6	3	5,623	10	3	7,51,909	1	10

7. It was left to the discretion of the Accountant General of Madras, in communication with the Madras Bank authorities, to select the papers to be sold, as well as the place of sale, it having been represented that the Madras Stock market might not afford such advantageous terms as those of Bombay or Calcutta. That such proved to be the case will be seen from the foregoing figures, which show that while the discount on three lacs sold at Madras amounted to 20,000 rupees, that on five lacs sold at Bombay and Calcutta amounted to 28,000 plus Rs.2,967. 6. 3. on account of exchange. At the Madras rate the discount of the five lacs would have been 33,333 rupees. There has been a considerable loss to the Trust Fund in the discount at which the eight lacs of securities were sold compared with the rate at which they were purchased. The discount on the sale was 48,489 rupees, while the gain on the purchase at Rs.2. 15. 3., the average of the rates at which all the securities were obtained in 1864, amounted to 23,625 rupees only, the difference, 14,864 rupees, being the loss on discount. On the other hand, it should be stated that the fund has received interest on the eight lacs of papers from the time of investment to that of sale amounting to about 1,15,000 rupees.

Enclosure 3, in No 25.

From Charles Girdlestone, Esq., Officiating Under Secretary to the Government of India, Foreign Department, to L. B. Bowring, Esq., C.S.I., Commissioner of Mysore (No. 303); dated 3rd March 1869.

I HAVE the honour to acknowledge the receipt of your letter, dated the 5th ultimo (No. 243), and its enclosure, and to state that the Viceroy and Governor General in Council considers the financial results of the settlement of the debts of the late Maharaja of Mysore to be quite satisfactory.

— No. 26. —

(Foreign Department.—Judicial.—No. 1.)

To His Grace the Right Honourable the Duke of Argyll, K.T., Her Majesty's Secretary of State for India.

My Lord Duke, Simla, 17 April 1869.

In continuation of our Despatch,* dated 19th December last (No. 9), we have the honour to forward, for the information of Her Majesty's Government, a copy of

* See page 83.

of further papers, from which it will be seen that we have approved of the proposals made by the Chief Commissioner of Mysore, for giving effect to the judicial reforms recently sanctioned for that province.

We have, &c.
(signed) *Mayo.*
H. M. Durand.
H. S. Maine.
John Strachey.
B. H. Ellis.

Enclosure 1, in No. 26.

From *L. B. Bowring*, Esq., C.S.I., Chief Commissioner of Mysore and Coorg, to the Secretary to the Government of India, Foreign Department (No. 6021—295); dated Nundidroog, the 27th February 1869.

REFERRING to paragraphs 18 and 19 of your letter (No. 280), dated 13th October 1868, I have the honour to submit, for the approval of his Excellency the Viceroy and Governor General of India in Council, the following recommendations for filling the post of judicial assistants in this province.

2. Your letter under reply authorised me to entertain the services of two European and five native assistants for purely judicial duties, with the option of making fresh nominations, or of selecting, as far as possible, assistants already attached to the Commission.

3. Being desirous of selecting officers whose services had met with the approval of the Judicial Commissioner, I have thought it best to nominate, in communication with him, the following five native assistants, whose qualifications have been brought specially to notice. They have been carefully chosen, and will continue to draw the allowances now paid to them, receiving promotion in the regular grades of the Commission:—

3rd grade assistant, on 500 rupees	- -	Mr. Thumboo Chetty.
4th " " 400 "	- -	Mr. V. Krishnaswami Modliar.
4th " " 400 "	- -	Mr. C. Balakrishnia.
5th " " 300 "	- -	Mr. B. Srinivas Ayengar.
5th " " 300 "	- -	Mr. N. Tiroomulacharee.

4. For the Bangalore district, in which, for various reasons, suitors and pleaders at head-quarters prefer that their cases should be tried by a covenanted European officer, I propose to select Lieutenant E. Shaw, at present an assistant of the 3rd grade, on 500 rupees, but as it is desirable that the officer chosen for this district should not be constantly changed, I recommend that he should receive 700 rupees, which is nearly the equivalent of what an assistant would receive when acting in a district. He should be made clearly to understand that the immediate enhanced salary is intended to compensate for any prospective higher pay as an officiating deputy superintendent; and that he cannot receive more until he attains, by regular promotion, the substantive rank of deputy superintendent.

5. For Mysore, where also a European judicial assistant may be appointed, I recommend, with the approval of the judicial commissioner, Mr. J. Lacey, at present clerk of the Small Cause Court at Bangalore, in which post he draws 300 rupees, with an additional 100 rupees as compiler of the "Mysore Government Gazette." I purpose giving him 500 rupees, the pay of a 3rd grade assistant. Mr. Lacey is an uncovenanted officer, who has passed the B. L. examination at Madras.

6. The above would complete the list of nominees in the judicial department, but Mr. Kindersley represents that the tendency of the orders conveyed in your letter, disallowing summary powers to Amildars, and directing the admission of appeals, will necessitate the nomination of another assistant for the Nundidroog Division, so as to have one judicial assistant in each of its three districts, and thus raising the total number of native assistants to six, instead of five, as at first contemplated. For this additional appointment, I beg to recommend Mr. J. Ramiah Naidoo, Revenue Serishtadar at Ootacamund, whose name has frequently been brought to my notice by the judicial commissioners and other officers. He would enter as 5th grade assistant on 300 rupees a month, and his services can be spared by his immediate superior.

100 CORRESPONDENCE RELATING TO THE RE-ESTABLISHMENT

7. So far it will be seen that the only extra charge entailed, setting aside establishments, to which I shall presently refer, will be—

Extra allowance to Lieutenant E. Shaw	-	-	-	-	-	-	-	-	-	Rs.	200
Mr. Lacey	-	-	-	-	-	-	-	-	-	-	500
Mr. J. Ramiah Naidoo	-	-	-	-	-	-	-	-	-	-	300
TOTAL										Rs.	1,000

But I think it undesirable to weaken seriously the efficiency of the revenue branch, by withdrawing, for purely judicial duties, five of the best assistants without any substitutes; and I therefore recommend that an additional assistant should be appointed to each of the three divisions. For the present I trust that this will suffice, and should the result warrant any addition to this department, I will submit recommendations accordingly.

8. The officials whom I propose for the post of assistants are—

1. Narnappa, Amildar of Chikmoogloor.
2. Srinivas Rao, Amildar of Chituldroog.
3. Vijayendra Rao, Revenue Serishtadar of Astagram Division.

* No. 2057—273,
dated 12th February
1869. Not printed.

9. As regards establishments, the judicial commissioner has represented that the authorised scale of 261 rupees for each assistant is insufficient. His letter* on the subject is submitted, but although there is force in his remarks, when applied to Bangalore and Mysore, where judicial work is heavy and increasing, and where valuable documents are frequently filed on the record, I consider that in the other districts the existing scale should suffice, and that it is desirable to avoid having more costly establishments in the judicial than in the revenue branch. I therefore recommend the formation of establishments at 355 rupees each at Bangalore and Mysore, and not exceeding 261 rupees at the six other stations. As the five native assistants mentioned in paragraph 3 have already establishments, it will only be necessary to form establishments of the latter class at 261 rupees for Mr. Ramiah and the three new assistants referred to in paragraph 8.

Enclosure 2, in No. 26.

From *W. S. Seton-Karr*, Esq., Secretary to the Government of India, Foreign Department, to the Chief Commissioner of Mysore (No. 71); dated Simla, 9 April 1869.

I HAVE the honour to acknowledge the receipt of your letter, dated 27th February last (No. 6021—295), submitting, with your recommendations, the names of certain officers for filling the posts of judicial assistants in Mysore.

2. The Viceroy and Governor General in Council observes that you propose to appoint two European and six native assistants for judicial duties, to select five of the latter from the Revenue Department. But, as by withdrawing experienced officers from this branch of the service, you fear that you may weaken its efficiency if some remedy is not provided, you suggest that an additional assistant should be appointed to each of the three divisions in Mysore. These measures, including establishments, will involve an increased monthly expenditure of 3,654 rupees, or 43,848 rupees a-year.

3. In reply, I am directed to state that his Excellency in Council sanctions your recommendations in each instance as a necessary consequence of the judicial reforms lately sanctioned for the province. A notification giving effect thereto is herewith forwarded for your information.

— No. 27. —

(Foreign Department.—General.—No. 27.)

To His Grace the Duke of *Argyll*, K.T., Her Majesty's Secretary of State
for India.

My Lord Duke,

Simla, 13 May 1869.

IN continuation of our Despatch (No. 23),* dated 26th May 1868, we have the honour to forward, for the information of Her Majesty's Government, a copy of a Report from the Officiating Director of Public Instruction in Mysore, on the progress that has been made in carrying out the scheme for Hoblee Schools in that

Dated 5th April.
1869. No. 69-4.

* See page 42.

that Province, together with a copy of the letter from Mr. Bowring under cover of which it was received.

We have, &c.
(signed) *Mayo.*
W. R. Mansfield.
H. M. Durand.
H. S. Maine.
John Strachey.
B. H. Ellis.

Enclosure 1, in No. 27.

- From *L. Bowring*, Esq., C.S.I., Chief Commissioner for the Government of the Territories of His Highness the Maharajah of Mysore, to the Secretary to the Government of India, Foreign Department, with the Governor General, Head Quarters, Umballa (No. 69—4); dated Camp Nundidroog, the 5th April 1869.

I HAVE the honour to forward, for the information of his Excellency the Viceroy and Governor General of India in Council, copy of a letter (No. 2131), of the 31st ultimo, from the Officiating Director of Public Instruction in Mysore, reporting the progress made in carrying out the scheme for Hoblee Schools as sanctioned by the Government of India in your letter (No. 871); dated 19th May 1868.

2. The results reported appear to be very encouraging, and great credit is due to Mr. Rice for the trouble he has taken in introducing the Hoblee School system.

Enclosure 2, in No. 27.

From *B. L. Rice*, Esq., Officiating Director of Public Instruction, to the Secretary to the Chief Commissioner of Mysore (No. 2131); dated Bangalore, the 31st of March 1869.

I HAVE the honour to report, for the information and approval of the Chief Commissioner, the progress made, up to the present date, in carrying out the scheme for Hoblee Schools sanctioned by the Government of India.

2. During the nine months and a half which have elapsed since the receipt of the sanction, the following general results have been achieved. Indigenous schoolmasters of the province to the number of 350 have placed themselves under instruction, and of these 75 men, having obtained certificates of qualification, have been appointed to the charge of Hoblee Schools. All the districts have not yet come completely under the operation of the plan. When this is accomplished, which will be by the end of April, I expect that the actual number of Hoblee Schools will be raised to 120.

3. To detail all the steps which have led up to this (as I trust it may be regarded) satisfactory result, would too much lengthen out this statement, and is the more unnecessary here, as I hope in the forthcoming Educational Report to be able to supply fuller information regarding the whole working of the scheme, than I am at present in a position to give.

4. Suffice it to say that the first proceeding was the issue of proclamations to every hoblee and village in the province announcing the intentions of Government, and inviting the native schoolmasters to take advantage of the scheme by placing themselves under training with the view of subsequently obtaining employment in their own villages. This invitation was very largely responded to, especially in some districts. The character of each man, and his popularity in his own neighbourhood, have been the subject of special inquiry by the local authorities, and all regarding whom an unfavourable report was received have been rejected, leaving to be trained the considerable number of 350 *bonâ fide* village schoolmasters. In the cases of many of these accepted men, the profession of teaching has been hereditary in their families, and exercised in the same spot for generations back.

5. A normal school for the instruction of the men was next established at the head quarters of each district, under such qualified masters as the department could at so short a notice furnish.

6. It is not surprising that numbers of the men admitted as students, inheriting as they did the calling of a village teacher from time immemorial, should have been found unconscious of their want of knowledge, and ready with protestations that they stood in no need of training, and were qualified by experience to discharge all the duties of a schoolmaster with perfect satisfaction to themselves and to those whose children came

102. CORRESPONDENCE RELATING TO THE ESTABLISHMENT

under their instruction. One of their commonest questions, with reference to a clause in the proclamation that they were to be taught many things they did not know, was "what is there that we need to be taught?" Some elderly man, presuming upon his years, would make waggish remarks on the precocity displayed in modern times and set the others laughing.

7. The average attainments of the men, as ascertained by examination on their admission to the normal schools, may be summed up as follows :—

8. Ability to read from a printed book, but this only with difficulty, as evidenced by the frequent drawl which prolonged the sound of the last syllable until the succeeding word was made out. Some could give an explanation of what was read, but many at once confessed, without any feeling of shame, that they could not, it never apparently having occurred to them that this formed any part of a reading lesson.

9. Ability to write to dictation, but in most cases with little or no regard for the rules of orthography.

10. Knowledge of the multiplication table, and of the tables of weights and measures usually taught in the country schools, with ability to add and subtract. In some cases multiplication was understood, but acquaintance with division was rare.

11. Before they have been many days under training, they have been over-heard commenting to one another on the instruction they have received, and in great numbers of cases have been as ready to acknowledge their discovery of their own ignorance as they had previously been to assert the sufficiency of their knowledge. They are much impressed by the lessons on school management, calculated as these are to strike the attention of men who have been teaching all their lives without once thinking of inquiring into the principles on which education is based, or the rationale of their ancient routine. But the subject of geography is probably the one that provokes most discussion. The irregular coloured patches on the map, representing countries, are remarked upon. The branching lines representing rivers and mountains, they consider more to resemble trees or insects.

The rotundity of the earth, its revolution on its axis and round the sun, these doctrines are never brought forward without giving rise to numerous dissentient opinions, and many finally acquiesce in the European notions from mere politeness, affecting to tolerate the eccentricity of ideas to require them to believe which would be to make too great a demand on human credulity. Petitions have more than once been sent up to this office in which the writers express their grave suspicion of the accuracy of the training master's teaching of geography, and propose for solution objections which appear to them entirely subversive of the system they are taught.

12. However, after several months of training, the students in each normal school have been subjected to a pretty strict examination, both written and *viva voce*, and the majority of those who joined at the first, and have been regular in attendance, have succeeded in gaining certificates of qualification for employment as Hoblee Punthojees or schoolmasters, to the number of 75 up to the present date. They are more or less prepared now for giving lessons in Canarese prose or poetry, with explanations; in grammar, in arithmetic, as far as fractions and proportion, and in general geography (the latter subject being taught to some extent under protest). Each man has further acquired a knowledge of the principles of school management, and, so far as circumstances allowed, has at various times given experimental lessons to a class of children. That the men have been induced in so short a time to relinquish for ever all their time-honoured notions, however erroneous, or that none of their old practices will again be resorted to, it would be unreasonable to expect. But they go forth now to their work with a better sense of the scope of a teacher's responsibility, and with a respectable knowledge of the subjects of elementary instruction. To look for a great improvement, therefore, in the character of the village schools in the province, does not seem to be too sanguine an anticipation.

13. Having shown thus far how a certain number of masters have been trained and set to work, I now proceed to notice the reception of the Hoblee School scheme by the rural population, and the preparations made for the accommodation of the projected schools.

14. The concurrent testimony of all the Government officials who have interested themselves in the matter is that, wherever the proposed plans have been properly explained to the people, they have expressed nothing but gratification at the prospect of having good schools provided for their children; and they are the more willing to co-operate in securing this end on finding that the old familiar schoolmasters of their respective Hoblees are not to be set aside, but will be allowed the first chance of competing for the charge of the local schools.

15. The best proof perhaps of the adaptation of the plans to the wants and wishes of the people, is the readiness with which premises have been provided for the accommodation of the Hoblee School wherever one has hitherto been established. Some are quite new buildings, erected expressly for this purpose by the people themselves at their own expense. There are other villages where premises are already prepared, awaiting the arrival of the master who has not yet completed his training. Some amusing instances have

have occurred in which the erection of a school-house is made conditional on the settlement of a long-standing dispute between two of the principal inhabitants of a village. A. undertakes, if successful, in obtaining a piece of ground which he claims from B., but of which the latter is now in possession, to expend 200 rupees in building a school-house; B., on the other hand, declares himself ready, if he can defeat A.'s claim, to spend 300 rupees for the same purpose.

16. The establishment of the Hoblee Schools is too recent to allow of anything like an accurate opinion being formed as yet of the extent to which they will be attended by the juvenile village population. To judge, however, from the Kolar district, where the schools have been the longest in operation, namely, for six weeks, the prospect is very encouraging. In the largest school there are already 65 pupils, and one school has a few girls.

17. It remains for me to state that only three normal schools will be kept up for the future, namely, one for each division, as provided in the sanctioned scheme. For the supervision of the Hoblee Schools now opened sub-deputy inspectors have been appointed, one to each district. The occupation of these men, in addition to examining the new schools, will consist in actively canvassing the entire district to which each is attached, for the purpose of making fully known to the people in hitherto neglected parts the nature of the scheme just brought into operation, that a still large number of indigenous masters may be sent up for instruction, and that timely measures may be taken for the erection of school premises.

18. For the further promotion of the objects in view, local committees are being gradually formed in each hoblee, consisting of two or three members selected from the most influential and respected residents of the place.

19. The preparation of suitable school books has not been overlooked. Reading books in prose and poetry have been published, a grammar is within a few days of completion, a geography and an arithmetic are in manuscript, more or less ready for the press, and the long wanted Canarese map of the world is approaching publication.

20. In concluding this report, it behoves me to acknowledge the cordial assistance I have received from all quarters in the introduction of this hoblee scheme; and I am fully sensible of the extent of my indebtedness for the approval and recommendation of my proposals by the Chief Commissioner to the Supreme Government, for the liberality with which that Government provided for the execution of the plans, and for the willing co-operation of all the civil authorities of the province, from the divisional superintendents to the taluq amildars.

— No. 28. —

(Foreign Department.—Judicial.—No. 2.)

To His Grace the Duke of *Argyll*, K.T., Her Majesty's Secretary of State for India.

My Lord Duke,

Simla, 15 May 1869.

IN continuation of our Despatch (No. 1),* dated 17th April 1869, we have the honour to forward, for the information of Her Majesty's Government, a copy of further papers, from which it will be seen that we have sanctioned a modification of the rules lately sanctioned for the improved judicial administration of Mysore. * See page 98.

We, have, &c.
(signed) *Mayo.*
H. M. Durand.
H. S. Maine.
John Strachey.
B. H. Ellis.

Enclosure 1, in No. 28.

From *L. Bowring*, Esq., C.S.I., Chief Commissioner of Mysore, to the Secretary to the Government of India, Foreign Department (No. 6289-305); dated Camp Nundidroog, the 18th March 1869.

IN appending, for the information of the Government of India, copy of a communication * from the Officiating Judicial Commissioner of Mysore, together with its enclosures from the Superintendent of the Nundidroog Division, in exemplification of the views expressed

* No. 2279-306,
dated 12th March
1869.

expressed in my letter, No. 4600-219, of 11th November last, and its accompaniment, I have the honour to observe that, though reluctant to lay again before the Government of India a subject on which his Excellency in Council has already pronounced an opinion in your letter, No. 332, dated 10th December 1868, I conceive it to be most desirable that the opinions entertained by experienced officials relative to the probable working of the scheme about to be introduced, should be made to Government.

2. From paragraph 2 of his letter, it will be seen that the Officiating Judicial Commissioner apprehends that the effect of the arrangements prescribed by your letter, No. 280, of the 13th October last, will be to throw upon the Superintendent of Nundidroog more work than he will find it practicable to discharge, and, though I share this anticipation, I see no remedy for it if the orders of Government are strictly carried out in respect to appeals. The only alternative that occurs to me would be the nomination of an additional civil and sessions judge, and I am disposed to think that this appointment will eventually become necessary.

3. The Government are, perhaps, not aware that the moonsiffs in the surrounding districts of the Madras Presidency are invested with small cause court powers, and as the officers selected for the position of judicial assistants in Mysore may, without presumption, be said to be of equal, if not higher, intelligence than the former, and as the exercise of such summary powers has been found to work well, I believe, these powers might, I think, with safety be conferred on the assistants in this province.

4. With a view to obviate the difficulty referred to, of compelling suitors to travel long distances for the purpose of attending the judicial assistants' courts, I have suggested to Mr. Kindersley that the assistants should, once in three months, on certain fixed dates, visit the principal trading centres within their jurisdiction, in order to dispose promptly of cases in which the parties reside at a distance from head quarters. The places I would select in the several districts are the following:—

DISTRICT.				OUT-STATION.				DISTANCE.			
								<i>Miles.</i>			
Bangalore	-	-	-	Chennapatam	-	-	-				36
				Devenhulli	-	-	-				23
Colar	-	-	-	Chikka Balapoor	-	-	-				36
				Chintomanipett	-	-	-				25
Toomkoor	-	-	-	Tipatoor	-	-	-				45
Mysore	-	-	-	Hoonsoor	-	-	-				28
				Chamrajnuggur	-	-	-				37
Hassan	-	-	-	Nagamunglum	-	-	-				40
				Suklasapoor	-	-	-				24
Shimoga	-	-	-	Sagur	-	-	-				42
				Shikarpoor	-	-	-				32
Cudoor	-	-	-	Cudoor	-	-	-				27
				Hurihurpoor	-	-	-				40
Chituldroog	-	-	-	Davengere	-	-	-				39

The above-named places are of note as trade marts, and the number might be increased or diminished according to circumstances.

Enclosure 2, in No. 28.

From *J. R. Kindersley*, Esq., Officiating Judicial Commissioner of Mysore, to the Secretary to the Chief Commissioner of Mysore (No. 2279-306); dated Bangalore, the 12th March 1869.

*No. 4590-443,
dated 9th March
1869.

I HAVE the honour to submit, for the consideration of the Chief Commissioner, an original letter* from Major J. L. Pearse, the Superintendent of Nundidroog, offering some objections to the sanctioned alterations in the civil courts of Mysore.

2. The Superintendent's objections range themselves under two heads,—

1st. The work of the superior courts would be seriously increased, because the same amount of litigation would have to be disposed of by a smaller number of judges.

2nd. Serious inconvenience would be felt, especially by traders, from the long distances which they would have to travel to prosecute a suit at district head quarters.

3. If I concurred in the second objection, I should not attach much weight to the first, because the mass of litigation to be dealt with would be lightened in proportion to the difficulty experienced in prosecuting suits at district head quarters. But as I do not apprehend that litigation will be seriously checked by considerations of distance, I do apprehend that it will be more than the superior courts can conveniently dispose of.

4. The

4. The Chief Commissioner and the Government being already in possession of my opinions on the first objection, it would not become my subordinate position to insist further upon the correctness of such of my views as the Government have not approved of. But the Superintendent, who has never given his opinion on the disputed points, may fairly claim to be heard; because it is apprehended that the orders of Government would press very hardly on him, and his position enables him to form a tolerably accurate estimate of the work to be performed.

5. One effect of the new system will be to diminish the importance of the amildars, and of some of their subordinate officials. It was natural that a change of this nature should create some dissatisfaction in every talook cutcherry, and that people in the talooks should be encouraged to complain. It is also probable that local traders have more influence in the talook cutcherry than they would hope to have in that of an assistant.

6. Having paid some attention to the influence of litigation on trade, I have found that successful trade is very little supported by litigation. Litigation is generally the result of unsuccessful trade, and all hope of profit has generally been abandoned before the parties come to court. Therefore I find it difficult to believe that the prosperity of trade would be seriously impaired by the distance of the assistants' courts from some of the talooks.

7. It seems to me also that the distances which suitors would have "frequently to travel" to the assistants' courts, are rather overstated by the Superintendent. A great part of litigation would arise in and about the head quarters of the district, and the other towns would generally be found to lie within a radius of 40 miles from head quarters. The Superintendent observes that, to prosecute appeals, people from the border talooks would have to travel from 80 to 120 miles to the Superintendent's Court. But it may be observed that the mass of litigation would arise at Bangalore in the immediate vicinity of the Superintendent's Court, and at the chief towns of districts, and not so much in remote talooks. In the district of Bellary, which is larger than any division of Mysore, the people are only too ready to appeal to the judge at Bellary in the most trifling matters in which an appeal is allowed.

8. It may further be remarked that men of business frequently have occasion to visit the principal town of the district, and that they might on such occasions institute their suits. Nor would it always be necessary for litigants to attend in person, for pleaders would attach themselves to every court in which the public would be willing to employ them.

9. The objection of distance appears to me to be less serious than it has been made to appear; and the measure which the Chief Commissioner has already proposed, that the Assistant's Court should periodically visit certain out stations, seems quite to remove all reasonable cause of complaint.

10. It will be seen that the remedies proposed by the Superintendent in his 14th paragraph are those which I have already suggested, but which have not met with the approval of Government.

Enclosure 3, in No. 28.

From Major *J. L. Pearse*, Superintendent of Nundidroog, to the Judicial Commissioner in Mysore (No. 4590—443); dated Bangalore, the 9th March 1869.

1. I HAVE the honour to acknowledge the receipt of your docket, No. 1935-62, of the 26th of January, which gave cover to copy of a letter from the Government of India, No. 280, conveying orders for the revision of the system of the judicial administration of the province; and I trust I shall be pardoned for submitting a few brief remarks on the subject of the modifications therein noted.

2. Since the receipt of the Government letter, I have consulted all three of my deputies, and the most experienced men among my assistants, and they all concur with me in opinion that the pressure upon all the superior courts will, under the revised arrangements, be so great as to render it almost impossible hereafter to avoid heavy and continually increasing arrears.

3. To demonstrate the truth of this assertion, and to prove to you and the Government that the inference is correct, I would beg, in the first instance, to point out that the whole of the cases between 50 rupees and 300 rupees, which have previously been disposed of rateably by 84 amildars, will now have to be disposed of by seven or eight assistants; also, that the appeals in these small cases, which are of course the most numerous, will hereafter have to be heard and decided by three superintendents, instead of being distributed among nearly 40 deputies and assistants.

* The present limit in the case of suits adjudicated by subordinate courts has been taken as the basis of calculation when preparing the Statements for last year; and for this reason the number of suits filed in cases under 50 rupees and 300 rupees respectively, is not accurately ascertainable.

869	up to Rs.	20
1,876	"	" 100
685	"	" 500
3,430		

4. In this division, during the past year, the number of cases* filed for small sums is given marginally, and the bulk of the litigation being for sums under 500 rupees, the bulk of the appeals were also for the smaller sum.

5. The total number of original cases filed in the division was 4,180, and the number of appeals was 520, and as 3,430 of those suits were for sums under 500 rupees, the bulk of the appeals must inferentially have been for similar amounts.

6. The above figures, therefore, demonstrate plainly that the bulk of the litigation is for small debts, all cases connected with which have heretofore been disposed of, both in original and appeal, within a short distance of the homes of the parties.

7. But the new system will alter all this: to file a suit in such cases hereafter, claimants for all sums above 50 rupees will have frequently to travel 50, 60, and 70 miles, to the Assistant's Courts at head quarters, and will have to remain in attendance for the prosecution of the original suit for days, and even weeks sometimes, if a defendant is contumacious; and to prosecute an appeal in those cases, people from the border talooks will have to come a distance varying from 80 to 120 miles to the Superintendent's head quarters.

8. The mere rumour of these changes which had reached the merchants of some of the principal marts in the outlying talooks has so alarmed them, that they presented themselves in considerable numbers before me, and presented petitions soliciting a reconsideration of the subject.

9. Their reasons for apprehending inconvenience were, I think, good, and their arguments were undoubtedly, from a practical point of view, forcible. They stated that they daily entered into a considerable number of transactions with small dealers for parcels of commodities averaging in value about 100 rupees; that they also at particular seasons are in the habit of giving moderate advances for grain and other articles, for all which bonds at short dates are taken, and that if they have hereafter to go long distances, and file a regular suit before the Assistant's Court in the case of every recusant petty contractor, instead of being able to bring such individuals to account at once by filing a plaint in the talook cutcherry within a few hundred yards of the bazar, trade will be very seriously checked, and the inconvenience will be so great that they will hereafter have to give up trading to the extent feasible under the existing system.

10. With all due deference, therefore, I beg to state that I do not think this portion of the scheme can ever prove either satisfactory or successful.

11. The next point I would wish to touch upon is the extra burden which will be placed upon the deputy superintendents by the new arrangement. Previously when revenue, magisterial, or miscellaneous work was unusually heavy, the deputy superintendent was able to transfer both the civil appeals and original cases to one of his more experienced assistants, and by that means prevent the accumulation of arrears; but this safety valve, which enabled the district officer so to arrange the work as to prevent any great accumulation, is now completely closed, the orders received being to the effect that the deputy himself must hear all appeals from the amildars' decisions, and try every original case between three and 10 thousand rupees, whether other duties press heavily or not. I fear that in such a district as Bangalore the result will be very unsatisfactory.

12. With reference to the portion of the work which falls to the share of a superintendent, I have only to state that I am quite prepared to give the revised scheme, as regards the duties allotted to me, a full and fair trial; but I would beg to point out that if original suits above 10,000 rupees which are always resolutely fought out in open court, and about

<i>Work of 1868.</i>			
* Session trials	-	-	36
Criminal appeals	-	-	45
Civil appeals	-	-	104
Civil miscellaneous cases	-	-	68
Judicial papers	-	-	3,104
<i>For the Revenue Year (to date 11 months).</i>			
Revenue cases	-	-	50
Revenue papers	-	-	6,899
English letters and papers	-	-	8,695

300 additional appeals are superadded to my present work,* I trust that both yourself and the Commissioner will hold me blameless if my files are no longer as clear as I have heretofore managed to keep them by dint of not sparing myself, and by working both early and late.

13. I have not penned these remarks without having very carefully considered the matter, or without being prepared to suggest a slightly remedial measure.

14. I would respectfully propose that you should suggest to Mr. Bowring the necessity that exists for moving Government to permit the following modifications tentatively, or, at any rate, experimentally for one year:—

1st. That amildars should be empowered, the same as minor power moonsiffs over our border, to dispose of cases of *moveable* property under 50 rupees on the small cause court side, and also to dispose of all cases up to 100 rupees on the record;

2nd. That all judicial assistants should be empowered, when sitting alone, to dispose of cases connected with *moveable* property up to 100 rupees on the small cause court

court side, and cases involving sums up to 300 rupees when two judicial assistants sit together.

15. This arrangement, if approved of, would meet nearly all difficulties. It would ease off the work of all the officers very materially. All cases of immoveable property would still be appealable as heretofore. All minor cases could be disposed of in the talooks, and the men who have been appointed assistants being among the best and most experienced officers in the province, who have a position to lose, it is not to be expected that either accidental or intentional injustice would result from carrying out this modified arrangement.

Enclosure 4, in No. 28.

From *W. S. Seton-Karr*, Esq., Secretary to the Government of India, Foreign Department, to the Chief Commissioner of Mysore (No. 88); dated Simla, the 5th May 1869.

I AM directed by his Excellency the Viceroy and Governor General in Council, to acknowledge the receipt of your letter, dated the 18th of March last (No. 6289-305), in which you again urge strongly on Government the views of experienced officials in regard to the probable working of the scheme of improved judicial administration lately sanctioned for Mysore.

2. On full consideration his Excellency in Council is of opinion that it is very undesirable to risk the failure of a scheme, which has been so well and so carefully matured, by insisting on rules which may throw more work on the superior courts than they are able properly to discharge.

3. In this view his Excellency in Council will consent to modify the original instructions conveyed in my letter of the 13th of October last, and to invest the courts of amildars with final jurisdiction in cases not exceeding 20 rupees in amount, and the courts of assistants with a similar jurisdiction in cases not exceeding 100 rupees.

4. This final jurisdiction will, it need scarcely be added, only be exercised in suits of the nature of small cause court suits. In all other cases, involving rights and interest of any kind in immoveable property, there must be one regular appeal from the decisions of the courts in question, whatever be the amount involved in the suit.

5. His Excellency in Council, however, is only induced to make this concession owing to the strong representations put forward by those who are well qualified to judge of the probable effect of the new rules, and he desires that the working of this experiment of finality of jurisdiction, be very carefully watched by the Judicial Commissioner and yourself.

6. Some modification, his Excellency in Council apprehends, may thus possibly become necessary in regard to the powers of amildars and assistants to review their own judgments. In the 17th paragraph of the letter from this office of the 13th of October last, it was intimated that the power of reviewing their judgments should not be entrusted to amildars or assistants, and paragraph 14 of the rules forwarded with the letter from your office of the 18th February last, took away from amildars and assistants the power of reviews. But if the power of appeal be taken away in a certain class of cases, it may be necessary that these courts should have the power of review to correct any obvious error in the judgment, or patent on the record.

7. You can consider this latter point with Mr. Kindersley, and you are authorised to introduce into the rules lately sanctioned for the administration of the province, the provisions as above approved in regard to finality of judgment in certain classes of suits.

— No. 29. —

EXTRACT.

(Foreign Department.—Political.—No. 194.)

To His Grace the Duke of *Argyll*, K.T., Her Majesty's Secretary of State
• for India.

My Lord Duke,

Simla, 17 June 1869.

* * * * *

LIEUTENANT COLONEL HAINES has resigned his appointment as guardian to the Young Maharajah of Mysore, and we have appointed Lieutenant Colonel
385. O 2 G. B. Malleeson

G. B. Malleson in his stead. These arrangements have already been intimated to your Grace by a telegram from the Viceroy.

3. In Lieutenant Colonel Malleson we have every reason to believe that we have secured the services of an officer of the Indian Army, distinguished by ability, experience, varied information, and good judgment. He will enter on his duties conversant with the policy of the Government of India in regard to the future ruler of Mysore; and we may fairly look forward to his using his influence and opportunities in heartily co-operating with the Chief Commissioner for the attainment of those objects which Her Majesty's Government has at heart.

We have, &c.
(signed) *Mayo.*
H. M. Durand.
H. S. Maine.
John Strachey.
B. H. Ellis.

— No. 30. —

(Foreign Department.—Political.—No. 56.)

To His Grace the Duke of *Argyll*, K.T., Her Majesty's Secretary of State for India.

My Lord Duke,

Fort William, 29 March 1870.

*See page 18.

WITH reference to your predecessor's Despatch, No. 188,* dated 23rd November 1867, regarding the disposal of the Mysore Trust Fund, we have the honour to forward a copy of papers, showing (1) that the designation of this Fund has been changed to that of the "Mysore Invested Surplus Account;" (2) That the amount at its credit on the 30th November 1869 was *Rs. 27,19,450. 4. 11.*; and (3) the proposals which have been made for spending the assets of the Fund either on railways or irrigation, now that the purpose for which it was created has ceased.

2. We have, however, deemed it advisable to direct that the account of the "Mysore Invested Surplus Fund" should be kept quite distinct from that of the surplus revenues of the province, and that the former should not be devoted to commutation payment of palace pensions or to meet any excess of expenditure over the budget allotment on account of public works for the year 1870-71.

We have, &c.
(signed) *Mayo.*
W. R. Mansfield.
H. M. Durand.
J. Strachey.
R. Temple.
J. F. Stephen.

Enclosure 1, in No. 30.

From *L. B. Bowring*, Esq., C.S.I., Chief Commissioner of Mysore and Coorg, to *W. S. Seton-Karr*, Esq., Secretary to the Government of India, Foreign Department, with the Governor General (No. 2316-121); dated 31st July 1869.

I HAVE the honour to submit, for the orders of his Excellency the Viceroy and Governor General of India in Council, the accompanying copy of a letter,* No. 1173, of the 27th instant, from the Deputy Accountant General, containing a proposal to alter the designation of the account styled the "Mysore Trust Fund" in the books of the Account Department. This term is certainly inappropriate under the altered circumstances of the Mysore State, and I beg to recommend the proposal for the approval of Government.

*Not printed.

Enclosure 2, in No. 30.

From Colonel *R. Strachey*, R.E., Officiating Secretary to the Government of India, Public Works Department, with the Governor General, to *L. B. Bowring*, Esq., C.S.I., Chief Commissioner of Mysore and Coorg (No. 1786 R.); dated 29th November 1869.

1. I AM directed by the Governor General in Council to intimate that, in furtherance of the policy which the Government has adopted of doing all that is possible for railway extension in India, the Governor General in Council would be glad to find that some arrangements could be made under which the extension of railways in Mysore could be rendered practicable.

2. The question is essentially a financial one, and at the outset the Government of India must explicitly declare that it would obviously be a necessary condition of any plan that the entire financial burden should be borne by the revenues of Mysore.

3. From information which has been obtained from the Financial Department of the present state of the revenues of Mysore, and which gives, it is believed, an approximately correct view of the main facts, a net surplus is shown on the income and charge of the year 1868-69, of nearly 3,00,000 rupees. The cash balances, nearly 700,000 l., might, it is thought, be made to supply some part of the funds required for railway construction; and it is believed that there are other funds which might also be applied in a similar manner. But it would almost certainly be necessary to have recourse to borrowing to do all that was desirable, and if this course were adopted, no doubt the revenues could be made to yield such a surplus as would cover the charge for interest on the money likely to be required for the construction of a considerable length of new railway.

4. As to the general system of line that might be selected for early construction, I am to refer you to the 32nd paragraph of the Government of India Despatch to the Secretary of State, No. 25, dated 11th March 1869, and to the Minute of his Excellency the late Governor General, copies of which were communicated to you with Public Works Department Circular, No. 20 R., of 23rd August 1869. The eventual junction of any new Mysore lines with extension of existing lines, or with new lines to be undertaken elsewhere, should of course be looked forward to in any plans now formed.

5. Referring to the description of railway to be constructed, I am to state that a narrow gauge system, as proposed in the papers submitted with your No. 2070-55, of the 8th July 1868, would, so far as the Governor General in Council is now in a position to judge, probably be the most suitable.

6. I am therefore to request that you will have the goodness to favour the Government of India, at as early a date as may be, with your views on the general subject, after such further inquiry as you may think necessary, both as to the actual lines that you would suggest to be undertaken, their approximate cost, and the general arrangements for supplying the funds.

7. Should you consider that it is likely to be necessary to resort to borrowing money for the purpose, you should suggest the form in which the loan should be made, whether the Mysore State should borrow directly, or whether it might borrow from the British Government, or whether a Mysore loan guaranteed by the British Government would be preferable. Manifest advantage would result from encouraging local subscriptions to a loan for such a purpose.

Enclosure 3, in No. 30.

From *Charles Girdlestone*, Esq., Officiating Junior Under Secretary to the Government of India, Foreign Department, to Colonel *R. J. Meade*, C.S.I., Officiating Chief Commissioner of Mysore (No. 483 P.); dated 14th March 1870.

*Not printed.

I HAVE the honour to acknowledge the receipt of Mr. Kindersley's letter, No. 4699—220,* dated 17th December 1869, with its enclosures, from the Deputy Accountant General of Mysore, showing that the amount of credit of the Mysore Invested Surplus Fund on the 30th November 1869 was 25,23,300 rupees in Government securities, and Rs. 1,96,150. 4. 11. in cash, or in all Rs. 27,19,450. 4. 11.

2. In the 3rd paragraph of his letter, Mr. Hudson, the Deputy Accountant General, observes that "the cash at credit of the invested fund, together with the surplus revenue of the current year, will be absorbed partly by commutation payments of palace pensions, and partly by outlay in the Public Works Department in excess of the ordinary grant of the 4½ lakhs provided in the provincial budget of 1869-70." The Viceroy and Governor General in Council, I am directed to state, does not, on the information at present before him, understand these remarks. The regular estimate for the expenditure of the Public Works Department in Mysore during 1869-70, based on actuals from April to October, and on estimates for the remainder of the year, shows a probable expenditure of 14,50,000 rupees (9,87,382 + 4,62,618 = 14,50,000). Of the likelihood of the ordinary grant of 14½ lakhs being expended, this office has received no intimation, nor can it sanction any increased expenditure until full and particular reasons have been given for the same.

3. The surplus now existing in the Mysore Treasury is, his Excellency in Council presumes, the balance of what has been realised from the Government securities which were sold for the purpose of enabling the late Maharaja's debts to be settled. If so, it ought not to be devoted to commutation payment of palace pensions. These are a charge on the current revenues of the State, and so also should the cost of their commutation be. Moreover, the surplus revenues of each year form a perfectly distinct sum from that of the invested surplus, and I am accordingly to request that the two accounts may not be mixed up in any way, but that they may be kept quite clear and separate.

4. In the 4th paragraph of his letter the Deputy Accountant General says, that "in the ensuing year 1870-71, 15,00,000 rupees will be similarly provided for the Public Works Department, but 18 lakhs have been entered in that budget, of which three lakhs will be payable out of the surplus." With reference to this, I am directed by his Excellency in Council to state that the invested surplus should on no account be trenched on for the excess of three lakhs above indicated. But this department and the Financial Department have lately enjoined that the sum of 15 lakhs for public works should not be exceeded in the ensuing official year, and this decision should be regarded as final.

5. With reference to the question of spending the amount of the Invested Surplus Fund, the Public Works Department in its letter, No. 1786 R., dated 29th November 1869, has already addressed you on the subject of railways, and his Excellency in Council; in this department, would be glad if it would act on its suggestion of doing the same in regard to irrigation projects. When any projects that you may recommend have been thoroughly considered by the Public Works Department, it will remain for his Excellency in Council, in this department, on full and timely information being submitted, to decide what work or works it may be for the interests of Mysore to construct from the Invested Surplus Fund, or from the gradual accumulations which may result from a balance of income over expenditure in the current revenues.

— No. 31. —

(Foreign Department.—Political.—No. 73.)

To His Grace the Duke of *Argyll*, K.T., Her Majesty's Secretary of State for India.

My Lord Duke,

Simla, 10 May 1870.

* See page 54.

IN continuation of the Despatch* from this Government (No. 228), dated 17th December 1868, we have the honour to forward a copy of the Papers specified in the accompanying Abstract of Contents regarding a set of rules drawn up

up by Mr. Bowring, at our request, for regulating the succession to Mysore pensions.

2. Your Grace will perceive from our letter (No. 665 P.), * dated 9th April, that we have sanctioned these rules with certain modifications which appeared to us to be expedient. *See page 115.

We have, &c.
(signed) Mayo.
H. M. Durand.
J. Strachey.
R. Temple.
J. F. Stephen.
B. H. Ellis.

Enclosure 1, in No. 31.

From *L. B. Bowring*, Esq., C.S.I., Commissioner of Mysore, to the Secretary to the Government of India, Foreign Department (No. 277); dated 4th March 1869.

WITH reference to the marginally noted correspondence,* I have the honour to solicit the instructions of his Excellency the Viceroy and Governor General in Council whether I am competent to continue to the widows and families of the palace pensioners the whole or part of the stipends drawn by the first recipient. The references to Government in respect to claims of this character are likely to be very numerous hereafter, unless the Commissioner be authorised to deal with them.

* From Commissioner of Mysore, to Secretary, Foreign Department (No. 3368-148); dated 5th September 1868.
To Commissioner of Mysore, from Secretary, Foreign Department (No. 1207); dated 17th October 1868.
From Commissioner of Mysore, to Secretary, Foreign Department (No. 80); dated 6th October 1868.
To Commissioner of Mysore, from Secretary, Foreign Department (No. 1266); dated 31st October 1868.

Enclosure 2, in No. 31.

From *W. S. Seton-Karr*, Esq., Secretary to the Government of India, Foreign Department, with the Governor General, to the Chief Commissioner of Mysore and Coorg (No. 718); dated the 24th May 1869.

I AM directed by his Excellency the Viceroy and Governor General in Council to acknowledge the receipt of your letter, dated the 4th March last, No. 277, relative to the continuation of the stipends assigned to the first recipients in favour of their widows or the members of their families.

2. In reply, I am directed to forward to you a copy of each set of the rules drawn up for pensioners in Nagpore and in Oudh, and to suggest that you should consider their spirit and applicability to the cases of pensioners in Mysore. You might, after a careful study of these rules and of the general circumstances of the families with which you have to deal in Mysore, draw out a set which, *mutatis mutandis*, should be fitted for the Mysore pensioners, and you could forward the same for the approval of the Government of India. His Excellency in Council thinks generally that, on the death of any pensioner, a certain portion of his stipend should invariably lapse to the State, while the remainder would be subject to distribution under certain rules suited to the place and the class.

3. His Excellency in Council is averse to commuting pensions for lump sums or to giving grants of land, as mentioned in one set of the rules forwarded herewith. But he will await any draft of rules which you may forward after due consideration; his desire at present being that the rules may so be framed as to leave the mass of cases in the hands of the Chief Commissioner, and only to require a reference to Government in peculiar and exceptional cases, or in such as are not provided for by the said rules.

Enclosure 3, in No. 31.

From Lieutenant Colonel *G. B. Malleon*, Guardian to His Highness the Maharaja of Mysore, to the Chief Commissioner of Mysore (No. 95); dated Mysore, the 26th August 1869.

WITH reference to the letter of the Government of India, dated 24th May 1869 (No. 718), I have the honour to state that the Pension Rules therewith received being intended to provide for the gradual discontinuance of pensions granted to extinct States, seem but to a slight extent applicable to the case of the pensioners of the Mysore Palace.

2. These consist, *first*, of the stipends of the relations proper, which have been hitherto held hereditarily, and which there is no intention of disturbing at present; *secondly*, of the Koowars, or illegitimate descendants of the Maharajas, and their chief relations, which will be continued hereditarily only in the case of the descendants of the late Maharaja, or of his immediate predecessors; the allowances of other nearer relations will lapse by successive reductions of one-third of the amount of the original pension after three lives, whilst the remainder, *i.e.*, those of more distant relatives, will be held for life only; *thirdly*, pensions of Sivachars, or blood relations of the illegitimate ladies of the Maharaja, which will be also held for life only; *fourthly*, pensions enjoyed by female members of all the above three classes, which will cease strictly on their death; and *lastly*, pensions awarded to disbanded establishments during the late settlement, which, as well as those which may be hereafter granted to retiring servants of the palace establishments, will be life pensions, save in respect of a provision for their widows, which, out of deference to past usage, it will be proper to make in those cases only in which no member of the family may be eligible for employment.

3. The accompanying rules have been drawn up to meet the necessities stated above, as well as to carry out the view of the Government of India, *viz.*, to leave the mass of cases in the hands of the Chief Commissioner. It has been my object to define so clearly the conditions of the tenure of pensions that their future continuance, where it may be allowed, will, except in extraordinary cases, be a mere matter of rule.

4. The only class of the stipendiaries who are left in an undefined state are the Koowars. No attempt was made, I understand, during the late settlement to investigate their individual claims, and to decide to whom limitations for life should be assigned, and who amongst them might be entitled to greater indulgence. The Ranees, I am informed, strongly oppose the consideration of the question, requesting that it might not be carried in their time. The consequence is that this large class of the pensioners has been left with vague expectations such as will scarcely prepare its members for the discontinuance, or the reduction of their pensions on the occurrence of lapses. It will be desirable to take up this delicate question again at a future time, perhaps after arrangements shall have been made for locating the illegitimate grandsons on their jaghires. Meanwhile an inquiry might be instituted into the relationship and circumstances of the persons holding the pensions in each case, on the conclusion of which all pensions to male members, which may be limited for life, might be conveniently transferred from the palace to the pension list, with liberal terms for commuting into lump sums, and with suitable encouragement to such individuals of this class as may be qualified to enter the public service. Considering that many of them are hangers-on of the palace, without any other means of livelihood than their pensions, liberal rates of commutation will be necessary to enable them to find a fixed living, as recommended in paragraph 8 of Major Elliot's Report, No. 91, dated 31st October 1868.

Enclosure 4, in No. 31.

RULES.

I. THE stipends of the Ursoos or Rajbundies will, as heretofore, be held hereditarily, subject to good conduct and allegiance to the palace. They will be continued to the chief lineal male heir, the other members of the family receiving their shares through him; to adopted heirs, only if the adoption shall have previously received the sanction of the late Maharaja, or the Chief Commissioner, and to widows if there are no children. Daughters will only be entitled to a maintenance allowance until marriage.

II. The stipends of the Koowars will be continued hereditarily only in the case of descendants of the late Maharaja, or of his immediate predecessors. Lapses amongst the other members of this class will be reported to the Chief Commissioner, and, under his sanction, two-thirds and one-third of the stipend will be respectively continued for two lives only to the nearer connections, or to those whose families may have been in the receipt of these pensions from the earliest days. In other cases the stipends will lapse with the present lives.

III. The pensions of the Sivachars, or blood relations of the illegitimate ladies of the Maharaja, will, as a rule, be limited to the lives of the present incumbents. Portions of such pensions may, however, be continued to one more life, under the sanction of the Chief Commissioner, only in special cases of close relationship to any of the living ladies.

IV. The pensions at present enjoyed by female members of the above three classes will absolutely cease on their death.

V. The pensions awarded to servants on the palace establishment during the late settlement will, as a rule, cease on their death; but a portion of the pension not exceeding one-half may be continued to their widows as a life pension under the sanction of the Chief Commissioner, if they have no other means, and if arrangement cannot be made for giving employment to any member of the family.

VI. Pensions to servants on the palace establishment, who may hereafter retire from service, will be granted generally in accordance with the rules applicable to the Government

ment service, and under the sanction of the Chief Commissioner; but with provision to widows as in the previous rule, and compassionate allowances may be granted to helpless old servants, who may not be entitled to pension, under the sanction of the Chief Commissioner.

VII. The stipends mentioned in Rule II. only, may be hereafter commuted for lump sums, after such investigation, and upon such terms as may appear proper to the Chief Commissioner, not exceeding those recommended in paragraph 8 of the late Settlement Report, dated 31st October 1868 (No. 91).

Cases not provided in the above rules will alone require the sanction of the Government of India.

Enclosure 5, in No. 31.

From *L. Bowring*, Esq., C.S.I., Chief Commissioner of Mysore and Coorg, to the Secretary to the Government of India, Foreign Department (No. 244); dated Bangalore, the 30th August 1869.

In reply to your letter (No. 718), dated 24th May, I have the honour to submit, for the consideration and orders of his Excellency the Viceroy and Governor General in Council, draft rules for the settlement of the Mysore Palace pensions.

2. These rules have been framed by the guardian, copy of whose letter, No. 95, dated 26th instant, is attached, and are, in my opinion, generally well adapted to the object in view.

3. The only class of persons regarding whom any doubt prevails, comprises the Koowars, or illegitimate descendants of the family, whose relationship to the Maharaja is, on the one hand, neither so precise as that of the hereditary Ursoos, nor, on the other, so faint as that of the Sivachars, who are merely relations of ladies with whom illegitimate connections have been formed. The degrees of relationship of the several Koowars, their circumstances in life, and the respect hitherto paid to them, vary so much as to make it difficult to lay down any absolute rule applicable alike to all cases. Rule II. does not therefore attempt to prescribe a uniform principle for dealing with lapses of the stipends of Koowars, and I am disposed to think that each casualty will require separate orders. It will be seen, however, that all these allowances will terminate the third life, excepting such as are assigned to illegitimate descendants of the late Maharaja himself, and of his predecessors in the family.

4. In Rule V. it is proposed to authorise the Chief Commissioner to extend to widows of pensioners on the palace establishments a moiety of the stipends drawn by their husbands, should the women be in necessitous circumstances. This rule appears necessary, as most of such pensioners are aged, and casualties are of frequent occurrence which reduce the widows to positive want.

5. Rule VII. does not coincide precisely with the views expressed by me in paragraph 6 of my letter, No. 122, dated 4th November 1868 and might, I think, run as follows:

Rule VII.—All stipends not exceeding 10 rupees a month may be commuted by the present recipients, according to age, for a lump sum at the rates allowed by the Government of India for life pensions.

6. I think that the rule so worded is sufficiently liberal for the mass of pensioners affected by it, while in the case of those whose circumstances demand particular consideration a special report may be submitted by the guardian.

Enclosure 6, in No. 31.

EXTRACT from the Proceedings of the Government of India in the Foreign Department (Political), (No. 1424); dated Simla, the 30th September 1869.

Read again—

The under-mentioned correspondence on the subject of continuing to the widows and families of the Mysore Palace pensioners, the whole or part of the stipend drawn by the first recipients:—

From Chief Commissioner of Mysore and Coorg, dated 4th March 1869, No. 227.

To Chief Commissioner of Mysore and Coorg, dated 24th May 1869, No. 718.

Read also—

A letter from the Chief Commissioner of Mysore, No. 244, dated 30th August 1869, submitting draft rules for the settlement of the Mysore Palace pensions.

Observations.—In May last, the Chief Commissioner of Mysore was furnished with a copy of each set of the rules for pensioners in Nagpore and Oudh, and he was asked to draw up a set which should be fitted for the Mysore pensioners, and which would obviate the necessity of a reference to Government in each particular instance.

2. Mr. Bowring has now forwarded, for approval, a draft of certain rules drawn up by himself and Colonel Malleson, the guardian of the young Maharaja, which they think will meet the requirements of the case.

3. The main features of these rules may be stated to be as follows:—

I.—The allowances of the relations proper (*Ursoos* or *Rajbundies*) will be hereditary through the chief of the branch.

II.—Koowars or illegitimate descendants will have allowances for two lives subject to deductions.

III.—The class called Sivachars, will have life pensions only, as a rule.

IV.—Pensions to females of the above three classes will be life pensions.

V. & VI.—Pensions to servants will be for their lives, with a provision for widows in special cases.

VII.—Commutation of pensions not above 10 rupees a month may be allowed.

Enclosure 7, in No. 31.

EXTRACT from the Proceedings of the Government of India in the Financial Department (No. 3999); dated 8th October 1869.

RETURNS the papers received with endorsement No. 1424, dated 30th September 1869, relative to the settlement of Mysore Palace pensions, and requests an expression of opinion on the subject.

MEMORANDUM from *C. Girdlestone*, Esq., Officiating Under Secretary to the Government of India, Foreign Department, to the Secretary to the Government of India, Financial Department (No. 1513); dated Simla, 18th October 1869.

IN returning the papers received with the docket from the Financial Department, dated 8th October 1869 (No. 3999), the undersigned is directed to state, that in the opinion of his Excellency the Viceroy and Governor General in Council in this department, the proposed rules for the settlement of the Mysore Palace pensions should be favourably considered, if there are no provisions in them absolutely adverse to the principle of the Oudh and Nagpore Rules.

Enclosure 8, in No. 31.

MEMORANDUM from *G. H. M. Batten*, Esq., Under Secretary to the Government of India, Financial Department, to the Secretary to the Government of India, Foreign Department (No. 3255); dated Fort William, the 28th December 1869.

WITH reference to the correspondence ending with Office Memorandum from the Foreign Department (No. 1763), dated 30th November 1869, the undersigned is directed to offer the following observations on the rules proposed by the authorities in Mysore for the settlement of the Mysore Palace pensions.

In its Office Memorandum (No. 1513), dated 18th October 1869, the Foreign Department has expressed an opinion that the proposed Mysore Rules "should be favourably considered, if there are no provisions in them absolutely adverse to the principle of the Oudh and Nagpore Rules." The Oudh Rules sent to this department with Office Memorandum (No. 1763), dated 30th November 1869, refer only to collateral relatives of the ex-King of Oudh, so that this department cannot apply them to the consideration of the *Ursoos* of Mysore, where those *Ursoos* are direct, and not collateral, descendants, and it is not clear as to what classes the Nagpore Rules apply.

In

In both the Oudh and Nagpore Rules it is a definite principle that no pension shall be continued in full to the heirs of pensioners; but in the proposed Mysore Rules the pensions of *Ursoos* are in all cases declared to be hereditary, except as regards pensions at present enjoyed by females. This department has no means of judging of the propriety of this rule. Rule I.

With regard to *Koowars* and *Sivachars*, it should be considered whether the principle, which obtains in the Oudh and Nagpore Rules, should not be imported into the Mysore Rules, namely, that the continuance of the pensions after the death of the pensioners shall in no case be a matter of right, and shall be determined with reference to the means of the parties. Rules II and III.

Regarding the servants on the palace establishment of Mysore who may hereafter retire from the service, the rule proposed seems to be objectionable in so far as it contemplates, 1st, the continuance of a portion of pension to widows of the pensioners; and, 2nd, the grant of compassionate allowance to helpless old servants who may not be entitled to pension. On the first point it is to be observed that the claims to pension on the part of the servants of the palace establishment will be, as they now are, governed by the rules of the Government service; and as those rules do not recognise any claim to pension on the part of the widows of public servants, it does not appear to be expedient to hold out any promise of pension to the widows of deceased servants on the Mysore Palace establishment. On the second point it is to be observed that only lately, viz., in Financial Resolution (No. 3044), dated 31st August 1869, it has been decided that servants of the Mysore State, whose pay does not exceed 10 rupees a month, will, in cases either of reduction of establishment or of superannuation, be allowed a gratuity of one month's pay for every year of service, the pay to be the average drawn during the last three years of service. The proposed Mysore Rule, therefore, will partially modify the rule of August. It will, no doubt, be expedient in certain cases to grant compassionate allowance, but it should be considered whether the rules of the Government service should not, in strictness, apply to such cases, viz., that the grant of compassionate allowance should not exceed 4 rupees a month, and should, in the case of servants discharged on abolition of office, be restricted to men of not less than 30 years' service, and in that of certified physical incapacity for further work, to men of not less than 35 years' service.

The undersigned is directed to add, however, that there is no objection in this department to the concession of the points noticed above, if the Foreign Department thinks it proper.

Enclosure 9, in No. 31.

From *H. LePoer Wynne*, Esq., Under Secretary to the Government of India, Foreign Department, to the Officiating Chief Commissioner of Mysore (No. 665); dated Fort William, the 9th April 1870.

WITH reference to Mr. Bowring's letter (No. 244), dated 30th August 1869, submitting a draft of Rules for the settlement of the Mysore Palace Pensions, I am directed by the Viceroy and Governor General in Council to forward a copy of a memorandum from the Financial Department, No. 3255, dated the 28th December last, and to communicate the following observations and orders.

2. As regards Rule I., his Excellency in Council is of opinion that, in the prospect of a return to native rule, the British Government should be particularly careful to hamper themselves as little as possible by the establishment of perpetual claims. They may very possibly be more or less interfered with by the Maharaja when he is put in charge of the state, and will thus give rise to complaints and irritating questions which it would be well to avoid. Moreover, the principle is perfectly just and proper that pensions should not be hereditary. His Excellency in Council, therefore, desires that this rule be so modified that the pension shall expire in four generations, one quarter lapsing on each succession. In the case of adopted heirs, provided the adoption was recognised by the late Maharaja, the pension may continue, but should lapse in two generations. No new succession by adoption should be allowed.

3. As regards Rule II., the suggestion of the Financial Department should be adopted with a view to bring it into conformity with the Oude and Nagpore Pension Rules.

4. Rules III, IV., and VII. are sanctioned.

5. As regards Rules V. and VI., his Excellency in Council considers it inexpedient to apply to Mysore in all their rigidity the rules in force in British India, and he has therefore no objection to the grant of small life pensions to the widows of pensioned servants, or to the grant of compassionate allowances, in hard cases, to discharged servants, at the Chief Commissioner's discretion.

— No. 32. —

(Foreign Department.—Political.—No. 77.)

To His Grace the Duke of *Argyll*, K.T., Her Majesty's Secretary of State
for India.

My Lord Duke,

Simla, 16 May 1871.

From Chief Com-
missioner of Mysore
(No. 248), dated
3 March 1871.
To Chief Com-
missioner of Mysore
(No. 780 P.),
dated 4 May 1871.

WE have the honour to forward, for the information of Her Majesty's Government, a copy of the correspondence noted on the margin, from which it will be perceived that a loan not exceeding 33,000 rupees, from the Mysore revenues, has been granted on certain conditions for the liquidation of debts contracted by the family of the present Maharaja of Mysore; that an allowance of 100 rupees per mensem has been granted to the Maharaja's mother for personal expenses; and that the stipends of his Highness's two elder brothers have been increased.

We have, &c.
(signed) *Mayo*.
Napier of Magdala.
John Strachey.
R. Temple.
J. F. Stephen.
B. H. Ellis.
H. W. Norman.

Enclosure 1, in No. 32.

From *A. Lindsay*, Esq., Officiating Secretary to the Chief Commissioner of Mysore, to the Secretary to the Government of India, Foreign Department (No. 248); dated Bangalore, the 3rd March 1871.

His Highness's
mother, 100 rupees.
His Highness's
eldest brother, 500
rupees.
His Highness's
second brother, 300
rupees.

IN submitting, for the orders of his Excellency the Viceroy and Governor General in Council, copy of a letter (No. 94), dated 10th February 1871, from the guardian to his Highness the Maharaja of Mysore, bringing to notice that the family of the present Maharaja has involved itself in debt to the extent of 33,000 rupees, and suggesting its liquidation by a loan from the Government funds without interest, the amount being repaid from the family jageer, which yields 3,000 rupees per annum; also recommending that the stipends of the Maharaja's two eldest brothers may be raised, and an allowance given to his mother, and that the management of their affairs may be taken under the supervision of Government, I am directed by the Chief Commissioner to state that he concurs in the guardian's views on the subject set forth therein, and recommends that the allowances noted in the margin be granted to the Maharaja's family, and that the debts due by it shall be liquidated by a loan from Government, repayable by annual instalments from the family jageers, on the understanding that the whole of the funds required for these several purposes shall be provided from savings on the Palace Budget, such savings in the case of the allowances proposed for the family being on permanent sanctioned charges.

Enclosure 2, in No. 32.

From *C. U. Aitchison*, Esq., C.S.I., Secretary to the Government of India, Foreign Department, to the Chief Commissioner of Mysore (No. 780 P.); dated the 14th of May 1871.

I AM directed to acknowledge the receipt of your Secretary's letter, No. 248, dated the 3rd March 1871, with enclosure, supporting the recommendation of the guardian to his Highness the Maharaja of Mysore, that the debts of the present Maharaja's family, to the amount of 33,000 rupees, should be liquidated by a loan from Government; that an allowance of 100 rupees per mensem should be assigned to the Maharaja's mother, and that the stipends of his two elder brothers should be increased from 150 rupees and 120 to 500 rupees and 300, respectively.

2. In reply, I am to state that the Viceroy and Governor General in Council concurs with you in thinking it desirable that measures should be taken to free the Maharaja's family from pecuniary embarrassments, and, for this purpose, sanctions a loan not exceeding 33,000 rupees, without interest, from the revenues of Mysore on the security of the family jageer.

3. I am

3. I am to suggest, however, that, before any loan is actually made, the debts should be carefully scrutinised by the guardian, with a view to their reduction by the exclusion of improper or exaggerated charges, and the possible compromise of some claims. The total sum lent, and the arrangements for its re-payment, should then be reported to the Government of India for information. It would be inexpedient to let these ladies feel that debts incurred by them can be too easily got rid of. Such an impression would take away from them all motive for economy.

4. His Excellency in Council is also pleased to sanction, as proposed, the grant of an allowance of 100 rupees per mensem for the personal expenses of the Maharaja's mother, and the augmentation of the stipends of the Maharaja's two elder brothers from 150 rupees and 120 rupees to 500 rupees and 300 rupees per mensem, respectively, on the distinct understanding that the funds required to meet these additional charges will be provided for from savings in the palace budget.

— No. 33 —

EXTRACT.

(Political.—No. 104.)

To His Excellency the Right Honourable the Governor General of India in Council.

My Lord,

India Office, London, 22 August 1871.

* * * * *

2. THE progress made by the boy * has been satisfactory considering his tender years. He has learnt to take pleasure in his school lessons; he is inspired with a laudable emulation to outstrip his school-mates, and he has, moreover, a desire to excel in those active and athletic exercises and pursuits which do so much towards the formation of a manly character.

* The young Maharajah.

3. For this he is greatly indebted to the personal efforts of Lieutenant Colonel Malleson, who, from the month of July 1869 to the spring of the present year, devoted himself with zeal and assiduity to the exercise of his important duties as guardian of the young Maharajah, and displayed great sagacity and excellent tact in their performance, doing everything in his power, and with great success, to render the course of training pursued equally pleasant and profitable to the young Prince. It is a source of regret to Her Majesty's Government that an accident has deprived your Excellency's Government, for a time, of Lieutenant Colonel Malleson's valuable services.

4. Associated with Lieutenant Colonel Malleson, and now with Mr. Gordon, his successor, in this important work, are Mr. Rungacharlu, and Mr. Jeyrain Rao, a Brahmin gentleman, who is Head Master of the school in which the young Maharajah receives his instructions. Mr. Rungacharlu had already earned the good opinion of the Government by the meritorious assistance which he rendered to Major Charles Elliot, who so ably brought to a successful conclusion the recent inquiry into, and settlement of, the affairs of the late Maharajah. And the tribute paid by Colonel Malleson to the high intellectual qualifications and excellent moral character of Mr. Jeyrain Rao, on whom devolve the practical duties of tuition, is such as to inspire me with full confidence in the results of his labours.

6. It was in this view that I concurred in the objection made to the proposed removal of the young Maharajah from Mysore to Bangalore. Had this been done shortly after his Highness's recognition, it would undoubtedly have caused much dissatisfaction, and excited unreasonable apprehensions and conjectures among some important classes of the community. Neither would it have been desirable, at so early an age, on the Maharajah's own account, to carry out the change recommended. But it was not my intention that the prohibition should continue in force for any protracted period, should your Excellency consider it unquestionably advantageous to the future education and general training of the boy, that he should temporarily reside in any other place than his capital. Colonel Malleson has well pointed out, and illustrated in the case of the young Ursoos, whom he took to Madras and Calcutta, the advantages of visiting different parts of the country; and I learn with satisfaction that a similar course

will be pursued for the enlightenment and instruction of the young Maharajah himself, and I am willing that, when the time shall arrive, measures should be taken to fix the head quarters of his Highness at some distance from the palace of Mysore, but within the limits of the province. In the meanwhile all the details of the plan can be carefully considered and matured by your Excellency in communication with the Commissioner of Mysore.

7. I consent to this arrangement with the greater confidence, from the assurance which I feel, after the perusal of the correspondence before me, that the officers of the Mysore Commission are well aware of the importance of abstaining from the introduction of abrupt changes, likely to be misunderstood or misconstrued, and that the vital consideration, so prominently noticed by Colonel Malleon, that "the Maharajah will have to rule when he comes of age over a Hindoo people peculiarly jealous of, and attached to, the faith of their ancestors," is not likely to be forgotten. "Any measure," continues Colonel Malleon, "which might alienate from him their sympathies should be carefully guarded against." I am fully sensible, however, of the difficulty attending the endeavour to train up a young Native Prince for the future government of his country upon principles recognised by European statesmen, without offending the prejudices or injuriously affecting the interests of many who would fain see him reared in accordance with the old Oriental model. Whilst, therefore, I shall watch the progress of this experiment with the deepest interest, as one of the most important, and, I may add, the most hopeful that have been superintended by the British Government in India, I shall not expect to receive from your Excellency's Government continued reports of an unbroken series of successes.

I have &c.
(signed) *Argyll.*

— No. 34. —

(Political.—No. 105.)

To His Excellency the Right Honourable the Governor General of India
in Council.

India Office, London, 22 August 1871.

Letter from the
Government of
India (No. 77),
dated 16 May 1871.
(See page 116.)

1. THE correspondence noted in the margin contains information relating to the pecuniary circumstances of some members of his Highness's family, and the measures which you have taken to relieve them from their temporary embarrassments.

2. I fully approve of what your Excellency's Government have done in making the requisite advances to the indebted members of the family, and I should not object to the unconditional payment of the money to them from the accumulations in the Mysore Treasury, if in your Excellency's opinion such a course would not have the effect of encouraging them in habits of future extravagance. If, however, you should consider that an unconditional grant will have any injurious effect of this kind, the money can be advanced as a loan, and the question of repayment at some future period left to your Excellency's discretion.

(signed) *Argyll.*

— No. 35. —

(Foreign Department.—General.—No. 4.)

To His Grace the Duke of *Argyll*, K.T., Her Majesty's Secretary of State for
India.

My Lord Duke,

Fort William, 1 March 1872.

WITH reference to previous correspondence ending with Despatch (No. 173),* dated 8th November 1867, from your Grace's predecessor, on the subject of a revision of the salaries of the European officers employed in the Mysore Commission,

*See page. 17.

mission, we have now the honour to submit to your Grace copies of a further correspondence on the same subject, as specified in the accompanying abstract of contents.

2. The resolution of the Government of India in the Foreign Department, will put your Grace in possession of the details of the scheme which, in our opinion, seems best adapted to meet the double purpose of, on the one hand, improving the position of the European officers at present in the Commission, and on the other, of introducing a scale of salaries more suited to a native administration.

3. We solicit the permission of Her Majesty's Government to put this scheme in execution, and as early action is desirable, we would beg to be favoured with an answer by telegram.

(We have, &c.
(signed) *Napier.*
Napier of Magdala.
John Strachey.
R. Temple.
J. F. Stephen.
B. H. Ellis.
H. W. Norman.

Enclosure 1, in No. 35.

From Captain *R. A. Cole*, Officiating Secretary to the Chief Commissioner of Mysore, to *C. U. Aitchison*, Esq., C.S.I., Secretary to the Government of India, Foreign Department (No. 4237—191 F.); dated Bangalore, 16th November 1870.

I HAVE the honour, by direction of the Officiating Chief Commissioner, to solicit your attention to the correspondence of 1867, relative to an increase of salaries amongst the officers of the Mysore Commission recommended by Mr. Saunders when Officiating Commissioner, and to beg that you will do him the favour of laying this question afresh before his Excellency the Viceroy and Governor General in Council with the following explanation:—

2. Mr. Saunders' proposals on this subject entered fully into the grounds on which he advocated the several increments, aggregating 35,200 rupees per annum, recommended by him; but their consideration was deferred by the Secretary of State for India till the question was reported on by Mr. Bowring, who was then about to return from England, and to resume charge of the administration.

3. It does not, however, appear that any steps were taken by Mr. Bowring with this object, and the question has since virtually remained in abeyance, there being nothing on record to show his views on it.

4. At the period Mr. Saunders' proposals were submitted, the number of deputy and assistant superintendents, in whose behalf alone an increase was recommended, was as shown in the margin, separate lists being kept of the European and Native assistants. Subsequently both classes of assistants were graded in one common list; and, on the appointment of a separate Judicial Branch among the assistant superintendents in April 1869†, the total number of officers of this grade was raised to 36 (at which it now stands) by the addition of three native assistant superintendents. There has been no change in the number of deputy superintendents.

Deputy Superintendents -	-	-	10
(Including Cantonment Magistrate and 1st Judge, Small Cause Court)			
Assistant Superintendent, European			19
" Ditto - Native			14
			33

† From Chief Commissioner, No. 6021-295; dated 27th February 1869. Foreign Office, No. 71; dated 9th April 1869.

5. The grounds on which Mr. Saunders based his recommendations in this matter appear to Colonel Meade, I am directed to submit, equally applicable at the present time, but the proposals made with this letter will be found to involve an additional charge of less than a moiety of that contemplated by Mr. Saunders.

6. The further appointment of European officers has been discontinued, in accordance with the instructions to that effect in paragraph 24 of your Despatch, No. 205, dated 26th February 1868, but the prospects of those now in the Commission are very discouraging, and seem to merit some consideration.

There are 13 European assistant superintendents of from eight to four years' service in the Commission, and, as there is an entire stagnation of promotion, these gentlemen
385. have

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have little or no prospect of advancement. The recent return from furlough of three of the senior officers on the list has deprived some of them of the superior charges in which they have been officiating, and the occasion appears to the Chief Commissioner a fitting one for his venturing to bring the subject again to the notice of his Excellency in Council.

7. I am directed to add that, though the case of the European officers has been thus specially adverted to, all of them having entered the Commission with better prospects of advancement than those now open to them, the native members will share equally with them the benefits of any increase of salary that may be sanctioned, and that it may be proper to notice, with reference to the remarks in paragraph 3 of the Secretary of State's Despatch, No. 173, dated 8th November 1867, regarding the gradual increase of the strength of the native agency in the Commission, that these directions have been duly attended to, two out of the eight districts having for some time past been administered by natives, while the number of native assistant superintendents has increased from 14 in 1867 to 22 at the present time.

8. With these remarks I am directed to forward the enclosed Proposition Statement,				showing in juxtaposition Mr. Saunders' proposal and	
				that which Colonel Meade now ventures to submit for	
Deputy Superintendents - - - - -			Rs. 14,800	the favourable consideration of his Excellency in	
Assistant Superintendents, Europeans	Rs. 13,200			Council, from which it will be seen that while the in-	
" " Native - - - - -	7,200		20,400	creases recommended by Mr. Saunders aggregated	
Total - - -			35,200	35,200 rupees, viz., 14,800 rupees for the deputy super-	
				intendents, and 20,400 rupees for the assistant superin-	
Deputy Superintendents - - - - -			9,600	tendents, as shown in the margin, those now proposed	
Assistant " - - - - -			6,000	amount only to 15,600 rupees, viz., 9,600 rupees for the	
Total - - -			15,600	deputy superintendents, and 6,000 rupees for the assis-	
				tant superintendents.	

9. The scale of pay proposed by Mr. Saunders for the deputy superintendents has been preserved in the present scheme, but the number of the second grade has been reduced from three to two, and that of the fourth increased from two to three.

10. As regards the Assistant Superintendent, Mr. Saunders proposed that a separate list should be kept up of Europeans and Natives with four grades in each, ranging from 800 rupees to 500 rupees in the case of the former, and 600 rupees to 300 rupees in that of the latter.

	Mr. Saunders' Proposal.			Present Scheme.		
	Number.	Salary of each.	Total Annual Charge.	Number.	Salary of each.	Total Annual Charge.
Assistant Superintendents, 1st grade	2	Rs. 800	19,200	2	Rs. 800	19,200
" " 2nd "	4	700	33,600	3	700	25,200
" " 3rd "	7	600	50,400	5	600	36,000
" " 4th "	13	500	78,000	8	500	68,000
" " 5th "	4	400	19,200	8	400	28,400
" " 6th "	4	300	14,400	10	300	26,000
Total - - -	34	-	2,14,800	36	-	2,02,800

The table in the margin shows that, as contrasted with the scheme now submitted, the above proposal provided for an establishment of 34 assistant superintendents of both classes, at an annual cost of 2,14,800 rupees, while the present recommendations provide for 36 assistant superintendents at an annual cost of 2,02,800 rupees, an arrangement which Colonel Meade thinks will be suitable and adequate as it allows of half the entire number of assistant superintendents drawing 500 rupees and upwards per mensem.

11. It is only necessary to add that one of the first-class deputy superintendents now receives a personal allowance of 100 rupees per mensem, which will merge in the increase of salary in his case, reducing the actual additional charge by that amount.

The junior second-class deputy superintendent will be a supernumerary in that grade under the new arrangement, and may so remain until absorbed, drawing his present salary, while his place in the third grade will be left vacant.

Amongst the assistants, there will be four supernumeraries in the fourth class and four vacancies in the fifth, which can be similarly dealt with.

12. Should these proposals meet with the approval of his Excellency in Council, the Chief Commissioner respectfully solicits that they may be sanctioned, with effect from 1st April 1871.

Enclosure 2, in No. 35.

Resolution by Government of India, Foreign Department (No. 2560 G.) ; dated Fort William, 29th December 1871.

Read—

Proceedings, Political A., March 1868 (Nos. 45-46), regarding the future management of the Mysore Territories.

Read also—

Proceedings, General A., May 1867 (Nos. 54-56), relative to the revision of salaries of the Mysore Deputy Superintendents and Assistant Superintendents.

Read further—

The correspondence on the same subject ending with Office Memorandum from the Financial Department (No. 2762), dated 7th August 1871.

Observations.—The necessity for a revision of the salaries of the deputy and assistant superintendents in the Mysore Commission which compares unfavourably with those officers of the corresponding classes and with the same responsibility in the non-regulation Provinces of British India has been pressed upon the notice of his Excellency in Council by three successive Chief Commissioners, Mr. Saunders, Mr. Bowring, and Colonel Meade. The necessity has been admitted by the Government of India ; but the difficulty of framing a scheme suitable to the requirements of the province when again transferred to Native rule has hitherto prevented the adoption of measures for effecting that improvement in the position of the officers now in the Commission which his Excellency in Council considers to be reasonably called for.

2. His Excellency in Council in this department is of opinion that by the scheme suggested in the following paragraphs, it will be practicable gradually to introduce in Mysore a scale of salaries more suited to a Native administration than the higher rates that prevail under the British Government, while at the same time the services of the officers now in the Commission will be more adequately remunerated with the least possible disturbance of the prospects of those who may reasonably hope to succeed in due time to the higher grades of the Commission.

3. Before proceeding to detail the scheme, it is necessary to observe that the grades of deputy and assistant superintendents in Mysore represent, not only the Deputy and Assistant Commissioners, but also the extra-assistant Commissioners of Non-Regulation Provinces. While, therefore, putting the higher appointments on the same footing as elsewhere, his Excellency in Council deems it fair to carry out the analogy by bringing into the Mysore amalgamated list salaries that correspond with those of extra assistant Commissioners elsewhere. In other provinces the lowest grade of assistant commissioners receives a salary of 500 rupees per mensem, and consequently, those officers in the Mysore Commission who are in receipt of a salary lower than that amount should be considered in the light of extra assistant commissioners.

4. Under the scheme referred to in paragraph 2, two different scales of pay have been framed. The first is designed for present adoption, and will give a higher rate of pay to those officers, European and Native alike, who have attained a certain position in the Commission. The second scale will regulate the salaries of all who enter the service in future and of those at present in the Commission who are below a certain rank.

5. For immediate adoption the scale now recommended is as follows :—

DEPUTY SUPERINTENDENTS :				Rs.	a.	p.	Rs.	a.	p.
2 on Rs. 1,666. 10. 8. each	-	-	-	3,333	5	4			
2 " 1,333. 5. 4. each	-	-	-	2,666	10	8			
3 " 1,166. 10. 8. each	-	-	-	3,500	-	-			
1 " 1,000	-	-	-	1,000	-	-			
1 Cantonment Magistrate	-	-	-	1,000	-	-			
1 Small Cause Court Judge	-	-	-	1,000	-	-			
							12,500	-	-
ASSISTANT SUPERINTENDENTS :									
3 on Rs. 800 each	-	-	-	2,400	-	-			
3 " 700 "	-	-	-	2,100	-	-			
3 " 600 "	-	-	-	1,800	-	-			
8 " 500 "	-	-	-	4,000	-	-			
8 " 400 "	-	-	-	3,200	-	-			
11 " 300 "	-	-	-	3,300	-	-			
Bangalore Judicial Assistant	-	-	-	200	-	-			
							17,000	-	-
TOTAL - - - Rs.							29,500	-	-

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Of the assistant superintendents at present in the Commission, 12 are Europeans and 24 Natives. All these, whether European or Native, on 500 rupees and upwards, as representing the grade of assistant commissioners, will be eligible to the increased rates of pay laid down by this scale. The cantonment magistrate and judge of the Small Cause Court will be shown separately from the deputy superintendents.

6. The promotion of officers whose pay is less than 500 rupees, that is to say of the grade corresponding with extra assistant commissioners elsewhere will be regulated by the following scale designed for eventual adoption throughout the Commission :—

DEPUTY SUPERINTENDENTS :					Rs. a. p.		
					Rs.	a.	p.
2 on Rs. 1,200 each	-	-	-	-	2,400	-	-
3 " 1,000 "	-	-	-	-	3,000	-	-
3 " 800 "	-	-	-	-	2,400	-	-
Cantonment Magistrate	-	-	-	-	1,000	-	-
Small Cause Court Judge	-	-	-	-	800	-	-
					9,600 - -		
ASSISTANT SUPERINTENDENTS :							
3 on Rs. 600 each	-	-	-	-	1,800	-	-
5 " 500 "	-	-	-	-	2,500	-	-
5 " 400 "	-	-	-	-	2,000	-	-
5 " 350 "	-	-	-	-	1,750	-	-
9 " 300 "	-	-	-	-	2,700	-	-
9 " 250 "	-	-	-	-	2,250	-	-
					13,000 - -		
TOTAL - - - Rs.					22,600 - -		

All officers appointed in future to the Commission will commence on the lowest rate laid down in the above scale, viz., 250 rupees per mensem.

7. Looking to the delay that has taken place in preparing the present scheme, his Excellency in this department is of opinion that officers eligible to an increase of pay under Scale No. 1 should receive the higher rates from the date of issue of order on the subject.

Enclosure 3, in No. 35.

EXTRACT from the Proceedings of the Government of India, in the Financial Department, (No. 527.); dated Fort William, 26 January 1872.

READ—

Observations of the Foreign Department, No. 2560 G., dated 29th December 1871, regarding Revision of the Salaries of the Officers of the Mysore Commission.

RESOLUTION.—The Governor General in Council is pleased to sanction the scheme recommended by the Foreign Department.

—No. 36.—

(Foreign Department.—General.—No. 11.)

To His Grace the Duke of Argyll, K.T., Her Majesty's Secretary of State for India.

My Lord Duke, Fort William, 21 March 1873.

From Chief Commissioner, Mysore, No. 6077-180 G., dated 31st January 1873. To Chief Commissioner, Mysore, No. 619 G., dated 12th March 1873.

WITH reference to previous correspondence relative to the employment of native gentlemen in the higher grades of the public service in the Berars, we have the honour to forward, for the information of Her Majesty's Government, a copy of the papers, marginally noted, having reference to the introduction of a similar scheme to the Province of Mysore.

We have, &c.
(signed) Northbrook.
Napier of Magdala.
R. Temple.
B. H. Ellis.
H. W. Norman.
A. Hobhouse.
E. C. Bayley.

Enclosure 1, in No. 36.

From the Officiating Secretary to the Chief Commissioner of Mysore to the Secretary to the Government of India, Foreign Department (No. 6077-180 G.); dated Camp Madehully, 31st January 1873.

I AM directed to submit, for the consideration of his Excellency the Viceroy and Governor General in Council, that the Chief Commissioner has for some time past been strongly impressed with the opinion that some special measures are required to provide for the employment of a superior class of natives in the higher grades of the administration of this province to that heretofore ordinarily appointed thereto, and that, with this object, he would respectively recommend that a limited number of probationers or *attachés* be sanctioned, who shall be trained under the orders of the Chief Commissioner for permanent appointment to the commission as vacancies occur, provided they are found qualified therefor, and give promise of turning out good and efficient public servants.

2. The persons selected for these posts should be chosen from amongst the best educated youths in the families of the province most entitled to such consideration, from their acknowledged high position in the State or their eminent public services.

It may be hoped that, in due time, such selection may fitly fall on some of the boys connected with the palace who are related to, or are associated with the Maharajah, and are now being educated with him. But none of these youths are as yet sufficiently far advanced in their education to be suitable candidates for these appointments, and it will be necessary to look for them elsewhere for the present at all events.

3. The Chief Commissioner would fix the age for *attachés* at from 18 to 23, and would limit the number to (4) four, no person appointed to the post being retained in it beyond two years, unless he is considered qualified for permanent employment in the commission, while any *attaché* should be liable to dismissal at any time of his probation if he is clearly unfit for the public service, or there is other sufficient ground for such a course.

4. With regard to the salary to be assigned to these posts, the Chief Commissioner, after due consideration of the circumstances, would propose its being fixed at 100 rupees per mensem on appointment, and for the first year thereafter; 150 rupees during the second year, and 200 rupees thereafter, till appointed to the Commission as Assistant Commissioner.

5. The *attachés* should be available for permanent appointment to the commission with the sanction of Government at any period of their probation if vacancies occur, and they are considered qualified for such appointment; and the Chief Commissioner might further be empowered to employ them at any time at his discretion in officiating vacancies in the lowest class of assistant commissioners, when the measure is in his opinion desirable on public grounds.

6. In submitting these proposals for the orders of his Excellency in Council, Colone Meade desires to add that he does not contemplate the entire abandonment of the practice heretofore in force in filling up vacancies in the higher grades of the administration, viz., the selection for appointment thereto of officials of the Amildar and other superior classes, whose services and character are considered to merit such special reward; but he would limit future nomination from these classes to exceptional cases, and would endeavour, by the adoption of the measure under report, to establish amongst the officers filling the honourable and responsible posts of Deputy and Assistant Commissioner a higher tone than can be looked for generally from men who have commenced their career in the lowest situations, in which they have for years toiled on salaries of from 15 to 20 rupees per mensem, and have been necessarily accustomed to temptations, which few natives under such circumstances can be expected to resist, and which but too often result in the acquirement of habits which can hardly ever be wholly relinquished, and which at all events are permanently damaging to the character of the individual, though little or nothing may be known on the subject to his European superiors.

7. It does not appear to the Chief Commissioner to be necessary for him to remark further on this point, but he deems it right to add that, amongst the native *employés* now in the higher ranks of the administration, there are several to whom the above observations are not applicable, and who are, he is satisfied, entitled to be regarded with every trust and confidence.

Enclosure 2, in No. 36.

From the Secretary to the Government of India, Foreign Department, to the Chief Commissioner of Mysore (No. 619 G.); dated Fort William, 12th March 1873.

I AM directed to acknowledge receipt of your Officiating Secretary's letter, No. 6077-180 G., dated 31st January 1873, submitting proposals for the appointment of four *attachés* or probationers to be selected from among the best educated youths in the

families of the province most entitled to consideration on account of high position or eminent service, with a view to the eventual employment of the youths in the higher grades of the Mysore Commission.

2. His Excellency the Viceroy and Governor General in Council sanctions your proposals, and authorises you on the conditions proposed in your letter under reply to select four young native gentlemen possessed of the requisite qualification.

3. I am at the same time to forward, for your information, a copy of correspondence relative to a similar scheme which has already been adopted in the Hyderabad Assigned Districts.

— No. 37. —

(Political.—No. 33.)

To His Excellency the Right Honourable the Governor General of India in Council.

My Lord,

India Office, London, 3 April 1873.

Para. 1. I HAVE had before me in Council a number of miscellaneous references from your Excellency's Government, contained in your letters noted in the margin,* relative to affairs connected with the administration of the Province of Mysore.

2. They have from time to time come under my notice, but have not, with the exception of the arrangements reported in your Foreign (General) Letter (No. 4) of the 1st March 1872, relative to Mysore salaries, my telegraphic sanction to which you have received, demanded any detailed orders from Her Majesty's Government, and nothing now appears requisite beyond expressing the very high sense entertained by Her Majesty's Government of the manner in which this large and important Province has been administered. I observe with special satisfaction that your Excellency's Government is fully alive to the necessity of so regulating the government of the State that its eventual transfer to the administration of a Native Ruler shall not entail an undue degree of sudden change.

3. And you will doubtless continue to bear in mind the opinion entertained by Her Majesty's Government that, to this end, it is essential that the administration shall in the meantime be conducted with a judicious reference to native feelings and, in a great measure, by native agency.

I have, &c.
(signed) *Argyll.*

* Foreign letter, dated 11th March (No. 40) 1868. Proposals for future management of the State; reduction of the Silladar Horse.

Foreign (General) letter, dated 26th May (No. 23) 1868. Scheme for Vernacular Education in the Province, sanctioned at a maximum cost of 66,000 rupees per annum.

Foreign letter, dated 2nd June (No. 93) 1868. Appointment of Rungacharloo to assist Major Elliot in the settlement of the late Maharajah's affairs. Increased allowance to the latter officer.

Foreign letter, dated 15th June (No. 100) 1868. Proposed provision for the illegitimate grandsons of the late Maharajah.

Foreign letter, dated 21st October (No. 185) 1868. Reporting the installation of the young Maharajah.

Foreign letter, dated 17th December (No. 228) 1868. General arrangements.

Foreign (Judicial) letter, dated 19th December (No. 9) 1868. Changes in the Judicial Administration of the Province.

Foreign letter, dated 19th January (No. 26) 1869. Major Elliot's Report on the property, &c. of the late Maharajah.

Foreign letter, dated 17th March (No. 92) 1869. Further papers respecting the settlement of the debts of the Maharajah.

Foreign (Judicial) letter, dated 17th April (No. 1) 1869. Further papers respecting Judicial Reforms.

Foreign (General) letter, dated 13th May (No. 27) 1869. Progress in carrying out the scheme of Hoblee (District) Schools.

Foreign (Judicial) letter, dated 15th May (No. 2) 1869. Judicial Administration; further proceedings.

Foreign letter, dated 29th March (No. 56) 1870. Designation of Mysore Trust Fund, amounting to 27 lacs, proposed to be changed to Mysore Invested Surplus Account, and amount to be used for assisting public works, railways, and irrigation in the province.

Foreign letter, dated 10th May (No. 73) 1870. Rules for regulating succession to pensions of the Royal Family of Mysore, dependants, &c.

Foreign (General) letter, dated 1st March (No. 4) 1872. Further papers regarding the proposed increase of salaries. Government request reply by telegram.

— No. 38. —

TELEGRAM to Viceroy, dated 8th April 1873.

Mysore. Increased salaries proposed in Letter 4 of 1872 sanctioned

— No. 39. —

(Foreign Department.—Political.—No. 28.)

To His Grace the Duke of *Argyll*, K. T., Her Majesty's Secretary of State
for India.

My Lord Duke,

Fort William, 6 February 1874.

WITH reference to paragraphs 6 and 7 of your Grace's Despatch, No. 104,* dated 22nd August 1871, we have the honour to forward, for the information of Her Majesty's Government, a copy of papers relating to the purchase of a house at Bangalore for the Maharaja of Mysore.

* See page 117.

2. We have sanctioned the removal of the Maharaja to Bangalore early in the year 1875, and have approved of the arrangements proposed by the Chief Commissioner in connection therewith. The purchase, for 23,000 rupees, of a house at Bangalore for the Maharaja's residence, and the allotment of a sum of 25,000 rupees to meet the expenditure required for repairs and additions to the house in question, have also been sanctioned. The Chief Commissioner has been desired to report as to the further outlay which will be necessary to make the building a suitable residence for the Maharaja.

We have, &c.

(signed) *Northbrook*
B. H. Ellis.
H. W. Norman.
A. Hobhouse.
E. C. Bayley.

Enclosure 1, in No. 39.

From Officiating Secretary to the Chief Commissioner of Mysore and Coorg to Secretary to the Government of India, Foreign Department (No. 4617—139 P.); dated, Bangalore, 12 November 1873.

REFERRING to the orders* of the Secretary of State for India, conveyed in your office letter, No. 2410 P., dated 3rd November 1871, I am directed to submit, for the information of his Excellency the Viceroy and Governor General in Council, copy of a letter from the Guardian to his Highness the Maharaja of Mysore, No. B 3, of the 28th July 1873, with a memorandum which accompanied it, dated 27th idem, and to state that the Officiating Chief Commissioner concurs in thinking that the time has now come for taking the necessary preparatory steps for the removal of the young Maharaja from Mysore. Though not in favour of a too early removal, Mr. Gordon is decidedly of opinion that it will be most desirable to remove the Maharaja from the palace after he reaches a certain age, and considers that the period suggested by Colonel Malleson, early in the year 1875, is in every respect suitable.

* No. 104P., dated 22 August 1871, prescribing a time at the expiry of which the young Maharaja of Mysore may be removed from his present abode, with a view to the completion of his education at another spot within Mysore territory.

2. With regard to the guardian's remarks on this point, I am desired to say that the conditions under which the young Maharaja is being educated and trained are in themselves so complete and satisfactory, and are so entirely different from those which obtained when his father, the late Maharaja, was placed on the throne, that altogether different results may be looked for even if the Maharaja were not removed as proposed. But the Officiating Chief Commissioner is nevertheless very decidedly in favour of such removal, for experience has invariably shown that there are evils and difficulties inseparable from the bringing up of a young native prince within the precincts of his palace.

4. The road has been paved for this step by the yearly temporary removals of the Maharaja to Ootacamund, and the measure will lose much of its unpopularity if it be arranged, as the Officiating Chief Commissioner would strongly recommend, that the Maharaja should from time to time visit Mysore at certain periods when important festivals are celebrated at that place. His Highness would also be accompanied to Bangalore by a few well selected companions, school and class fellows, and the arrangement would thus be in every way easy of execution and very satisfactory.

5. The first step now to be taken is to make provision for a suitable residence at Bangalore. There is a newly-built available house which appeared to the Officiating Chief Commissioner to satisfy every desirable condition for this peculiar purpose, and, when consulted on the subject by the Chief Commissioner in July last, its purchase was suggested by Mr. Gordon. The house is the property of Mr. Garrett, an officer in the service of the Government employed at Bangalore. It has been recently constructed under his own careful supervision; it is very strongly built of stone, and is of an usual style, castellated, peculiar for a private residence, but very well adapted to a Maharaja. The building is situated in a very healthy spot, and is on the skirts of Bangalore, removed alike from the cantonment and houses of the European residents, and from the native town and bazars. Moreover, though now habitable, it is in such a semi-finished state that the necessary additions required to it can be quite conveniently made. The price asked for the house and ground, as it stands, is 23,000 rupees, and the opinion of the chief engineer, copy herewith forwarded, shows that this price is by no means exorbitant. The work is thoroughly good, and the Officiating Chief Commissioner has no hesitation in recommending the immediate purchase of the house by the Government. Mr. Gordon is authorised to state that the Chief Commissioner, Colonel Meade, is also in favour of the purchase. It is with a view to obviate further delay, in the absence of the Chief Commissioner, and by his desire, that Mr. Gordon makes this proposal to the Government. The cost will have to be defrayed by a special grant for the purpose, but the available cash balance is at present large. It is solicited that the purchase may be sanctioned as early as practicable, for the owner of the house has consented to defer the offer of it for sale or on lease to others pending the decision of the Government of India.

6. The Officiating Chief Commissioner is satisfied that the Government will not procure a better site, nor so good a house, by electing to build instead of purchasing, and the desirable object of saving further delay will be secured by the purchase.

7. The house as it is will not suffice for the purpose to which it is destined. From his memorandum it will be seen that Colonel Malleeson was under an impression that what is necessary by way of additions might be effected at a cost of 7,000 rupees. But Colonel Sankey's letter shows that a very much larger expenditure will be required. The Officiating Chief Commissioner believes that the view of the Government of India will not be misinterpreted when he expresses the opinion that it will be desirable to provide at Bangalore an unpretending yet commodious and suitable residence for the future ruler of the province. It is not, in Mr. Gordon's belief, at all necessary or desirable that there shall be at Bangalore any attempt at state for the young Maharaja, and in the matter of retinue very little will suffice; but the residence and its surroundings should be such as shall be fitting the position of the young Prince now and hereafter. Not only will it be necessary to increase the accommodation in the building itself, but proper out-offices and stabling will be required on a moderate yet suitable scale. Available land surrounding the house should also be taken up and enclosed, laid down in grass and carefully planted, so as to form a small but picturesque park. The question of the precise accommodation that should be added has not been sufficiently fully considered, but the Officiating Chief Commissioner is very desirous not to delay any longer the application for sanction to the purchase of the building, and the details referred to can meanwhile be more fully considered.

8. In anticipation of sanction, and as the Budget Estimate for the ensuing year is under preparation, the Officiating Chief Commissioner has directed that a sum of 25,000 rupees be provided in the Palace Budget to meet the cost of such work as may be necessary in the course of the year in preparing the house for the reception of the Maharaja.

9. It is likely that a further sum will be requisite in the following year, 1875-76, for the completion of the necessary work, but on this point the views of the Government will be awaited for guidance. Mr. Gordon is only desirous that in preparing a residence for the Maharaja no ground shall exist for complaint on the part of his people that his comfort and dignity have not been duly consulted.

10. It may on the other hand be stated, that the location of the Maharaja at Bangalore should have the effect of reducing, in some material respects, the amount of palace expenditure. In the matter of personal body guard, palace troops and expenses connected with ceremonials, material reduction may quietly and without objection be effected, so that the outlay on his residence and establishment here may in some not inconsiderable portion be thus met.

11. The Officiating Chief Commissioner trusts that the proposal herein made, and the views generally expressed, may meet with the approval and sanction of his Excellency the Viceroy and Governor General in Council.

Enclosure 2, in No. 39.

From Secretary to the Government of India, Foreign Department, to Chief Commissioner of Mysore.—(No. 253 P.); dated Fort William, 24 January 1874.

IN reply to your Officiating Secretary's letter, No. 4617-139 P., dated 12th November last, and with reference to your telegram of 14th instant, I am directed to state that his Excellency the Viceroy and Governor General in Council sanctions the purchase, for a sum not exceeding 23,000 rupees, of Mr. Garrett's house at Bangalore for the residence of the young Maharaja of Mysore. Your proceedings in providing in the Palace Budget Estimate for 1874-75 a sum of 25,000 rupees to meet the expenditure required for repairs and additions to the building in question are approved; and I am to request that you will report what further outlay will be necessary under this head after detailed estimates have been prepared.

2. His Excellency in Council approves generally of the views expressed in paragraphs 1 to 4 of your letter under acknowledgment.

— No. 40. —

(Political.—No. 42.)

To His Excellency the Right Honourable the Governor General of India in Council.

My Lord,

India Office, 16 April 1874.

THE letter of Your Excellency's Government (No. 28),* of the 6th February 1874, in the Political Department, has been laid before me, and I have fully considered its contents in Council.

* See page 125.

2. It appears that the objections which formerly existed to the transfer of the Maharajah from Mysore to Bangalore, have been removed by the lapse of years. It is proposed, therefore, that a house should be taken for His Highness at Bangalore, and that, next year, he should permanently be located there with his tutors, some class-fellows, and personal attendants. Her Majesty's Government approved of this arrangement, by anticipation, in their Despatch† of the 22nd August (No. 104) 1871. I have, therefore, only to express my approval of the measures whereby you propose to further this desirable object. I learn with satisfaction that it is proposed that the young Prince should occasionally visit the ancient capital.

† See page 117.

(signed) *Salisbury.*

— No. 41. —

(Political.—No. 44.)

To His Excellency the Right Honourable the Governor General of India in Council.

My Lord,

India Office, 23 April 1874.

1. I HAVE had under my consideration in Council the letter‡ of your Excellency's Government in the Foreign (General) Department, No. 11, of the 21st March 1873, relative to the proposal of the Chief Commissioner of Mysore "to provide for the employment of a superior class of natives in the higher grades of the administration."

‡ See page 122.

2. I approve of your having sanctioned the appointment of four young native gentlemen, as probationers or *attachés*, with a view to their eventual employment in the higher grades of the Mysore Commission.

(signed) *Salisbury.*

— No. 42. —

(Foreign Department.—Political.—No. 61.)

To the Most Honourable the Marquis of *Salisbury*, Her Majesty's Secretary of State for India.

My Lord Marquis,

Fort William, 5 March 1875.

WE have the honour to forward, for the consideration of Her Majesty's Government, copies of correspondence between the Government of India and

the Chief Commissioner of Mysore, relating to the removal of His Highness the Maharajah to Bangalore, and the arrangements to be made for the future education of His Highness.

From Officiating Secretary to the Chief Commissioner of Mysore, No. 7671—151P., dated 18th January 1875.

From Secretary to the Chief Commissioner of Mysore No. 7713—152P., dated 26th January 1875.

To Chief Commissioner of Mysore, No. 784P., dated 2nd March 1875.

2. We are of opinion that the proposals recommended by the Chief Commissioner are judicious, and that the time has now come for the appointment of a qualified English tutor to superintend the Maharajah's training. We concur with Colonel Malleson that the gentleman selected should be unconnected with India, and we would wish to leave the selection in your Lordship's hands.

3. Having regard to the special qualifications required, we think that the salary proposed by Colonel Malleson is not excessive, and would recommend the offer of 1,200 rupees per mensem, together with an official residence.

4. Your Lordship will observe that we have sanctioned the purchase of a house at Bangalore on the recommendation of the Chief Commissioner, and that the Chief Commissioner has been requested to convey to Colonel Malleson an expression of the satisfaction of His Excellency in Council at the success which has attended the arrangements for the education of His Highness the Maharajah up to the present time.

5. The proposed appointment will make the guardianship a sinecure. That office would therefore be abolished from such date as should seem most convenient to the Chief Commissioner.

6. The gentleman selected for the tutorship should be prepared to take up his duties for a period of five years, beginning from the 1st November next.

We have, &c.

(signed) *Northbrook.*
B. H. Ellis.
H. W. Norman.
A. Hobhouse.
E. C. Bayley.
W. Muir.

Enclosure 1, in No. 42.

From *H. Wellesley*, Esq., Officiating Secretary to the Chief Commissioner of Mysore, to *C. U. Aitchison*, Esq., C.S.I., Secretary to the Government of India, Foreign Department (7671—151 P.); dated Camp Nellikere, 18th January 1875.

* No. 2, dated 1st instant.

I AM directed to forward, for the consideration and orders of his Excellency the Viceroy and Governor General in Council, copy of a communication * from the guardian to the Maharaja, suggesting the arrangements that it appears to him desirable to provide for, on the removal of his Highness to Bangalore, probably a year hence.

2. The Chief Commissioner had hoped that the house which was purchased, nearly a year ago, at Bangalore, as a residence for the young chief, would have been ready for his occupation by next July at the latest, but such extensive alterations and additions were found to be necessary to render it a fitting dwelling-house for the purpose, that though the work about the house itself will probably be then completed, the chief engineer is of opinion that it will hardly be habitable for some time thereafter.

3. As the case stands at present, it may be possible for the Maharaja to visit Bangalore and occupy the house for a short time before or after the dussera in October next; and so, if it will be desirable that he should do so, preparatory to a final move in the beginning of 1876.

4. In paragraph 6 of the enclosure Colonel Malleson states the points in connection with this measure that have to be considered and decided on as follows, viz. :—

(1.) How to arrange for the domestic comfort of his Highness at Bangalore, and at the same time to graft upon care for his comfort, care also for his moral, intellectual, and physical improvement.

(2.) How

2.) How to retain the advantages of the present system of education under the altered circumstances of a removal to Bangalore.

(3.) How to arrange for the control of affairs at Mysore, and for the continuance of education to the boys who may not be selected to accompany his Highness; and in paragraph 11, after discussing each point in detail, he sums up his views on the same in the following proposals:—

(1.) That an English gentleman should be selected from one of the English universities to fill the office of private tutor to his Highness, occupying a house adjoining that of the Maharaja, and exercising supervision also over his domestic life.

(2.) That Mr. Narasim Jyengar, the present master of the palace school and the Maharaja's tutor, accompany his Highness to Bangalore, occupying the post of assistant tutor and manager of the household.

(3.) That seven or eight young ursus, and the second brother of the Maharaja, accompany his Highness to Bangalore, occupying rooms in the same house.

(4.) That the arrangements at Mysore be continued under charge of Mr. Rungacharloo, the school to be provisionally maintained.

(5.) That the appointment of guardian be abolished from the 1st January 1876.

5. The Chief Commissioner has always been of opinion that the employment of a duly qualified and carefully selected English gentleman as tutor and companion to, and to be in constant association with, the Maharaja, would be necessary on his Highness' removal to Bangalore.

6. The appointment of such a tutor was the subject of a communication addressed to the guardian last April. Colonel Malleeson then considered the proposal premature, but after a full discussion of the question in all its bearings lately with the Chief Commissioner, he came to the conclusion that the measure was one imperatively called for.

7. Sir Richard Meade is satisfied that this is the case, and that it is impossible to over-estimate the importance to a proper training of the young chief during the portion of his minority that will yet remain after his removal to Bangalore, of his Highness being under the constant care, observation, and influence of an English tutor of the special qualifications described by Colonel Malleeson. The guardian has himself stated why such an arrangement would in his opinion be preferable to the alternative of the same task being undertaken by the guardian himself, and the Chief Commissioner shares his views on the point, and has no hesitation in recommending that measures be at once taken to secure the service of such a gentleman for a term of at least five years from 1st November 1875. The salary proposed by Colonel Malleeson for the office, viz., 1,200 rupees per mensem, with an official residence, does not appear to be excessive, in view of the stamp of man whose services it is proposed to secure for the purpose.

8. The guardian's next proposal, viz., that Mr. Narasim Jyengar should accompany his Highness as assistant tutor and manager of the household at Bangalore, with an increase of 115 rupees to his present salary of 95 rupees, has the Chief Commissioner's entire concurrence, and he recommends it also for sanction.

* The tutor's pay, which stands at 95 rupees per mensem, has been provisionally increased to 120 rupees, and Colonel Malleeson's proposal is understood to be that it be raised to 210 rupees, which amount does not appear to be excessive with reference to the responsible nature of the duty it is proposed to assign to this person.

9. The arrangement proposed, under head 3, for his Highness being accompanied by his second brother and seven or eight young ursus, shall be duly carried out.

10. With regard to the points noticed under head 4, Sir Richard Meade would propose no change in the existing arrangements for the charge of the palace, institutions, and establishments at Mysore, which should remain in the hands of the controller exactly as at present; but he is of opinion that the Commissioner of the Ashtagram Division should take the place of the guardian in respect of the superior supervision of the controller's proceedings in this important charge, it being for many reasons essential that, after the guardian's departure, the general direction of palace affairs shall be vested in the highest local officer on the spot representing Government.

11. With regard to the continued maintenance of the palace school for the education of the boys now attending it who will remain at Mysore, the Chief Commissioner concurs in Colonel Malleeson's proposal that it shall be kept up experimentally for two years on its present footing. It may be desirable to place the school under the occasional supervision of the inspector of the circle, or the principal of the Raja's school, and this point shall have due consideration.

12. Colonel Malleeson's final proposal that the guardian's appointment be abolished from the 1st January 1876 has, Sir Richard Meade is aware, been made by him on a deliberate conviction that, with an English tutor in immediate charge of the Maharaja at the headquarters of the administration, there will really be nothing for the guardian to do. The Chief Commissioner thinks that Colonel Malleeson has stated this point fairly, and that there will really be no adequate employment for the guardian if the measures recommended are sanctioned; but, looking at the circumstances under which the appointment

was originally constituted, he deems it the more respectful course to submit no recommendation with regard to it.

13. Before concluding this letter, Sir Richard Meade desires to repeat the opinion expressed in many previous reports, for the information of his Excellency in Council, that the principles on which the education of the Maharaja and his companions has hitherto been conducted under Colonel Malleeson's direction, are sound and well suited to the object in view, and that the results have been as satisfactory as could have reasonably been anticipated. But the Chief Commissioner feels most strongly that the time is at hand when the more important and serious business of giving his Highness a higher class of moral and mental training, suited to the destiny before him, cannot with safety be deferred, and he is satisfied that this will best be accomplished by the course proposed in paragraphs 5 to 7 of this letter.

Enclosure 2, in No. 42.

EXTRACT.

From Colonel *G. B. Malleeson*, Guardian to His Highness the Maharaja of Mysore, to Colonel Sir *R. J. Meade*, K.C.S.I., Chief Commissioner of Mysore (No. 2); dated Mysore, 1st January 1875.

I PRESUME it may be accepted as a fact that the alterations in the house lately purchased at Bangalore for his Highness the Maharaja will be completed about July 1875, and that the house itself will be ready for permanent occupation by the beginning of 1876.

3. The house having been completed by the beginning of 1876, and having become ready for habitation, no possible obstacle can then exist to the carrying out of the orders of the Government. I do not think I shall be very far wrong, then, in anticipating that from the 1st January 1876, the head-quarters of his Highness the Maharaja will be removed to Bangalore. Whether that be the exact date or not, it will at all events be near enough to it to justify me in submitting my views as to the measures which such a removal will necessitate. This, indeed, is a question which needs most anxious consideration, and having in view the points which will have to be dealt with, the interval is not at all too small; first, to consider and decide upon the required changes; and, secondly, to carry them into execution.

4. The system which has been carried out in principle since July 1869, and which is still in force, may thus be concisely stated:—

His Highness lives in the palace within the fort under the charge of his nearest female relative, the first ranee, a lady upon the point of completing her seventieth year. This lady is to him in the place of a mother, and she and her confidential dependants regulate his diet and minister generally to his comfort.

Vested with authority in the palace, and arranging for the food, clothing, and the general concerns of its numerous inmates, having a general control too over the establishments of the relations of the late Maharaja, and superintending the various departments of the palace, is the controller, Mr. Rungacharloo.

Above him again comes the guardian, upon whom devolves the duty of superintending the education of his Highness.

That education has been conducted hitherto on the principle prevalent in the public schools of England, the only difference being that the learning of English has taken the place of the learning of Latin and Greek. But in respect to the formation of classes, the preparation for lessons, the mode of examination, the hours of work and of play, and the general control of the masters, the system that has been followed was based upon that which obtains at Winchester. The number of boys in the school is about 60; they are divided into four classes, each of which has its own separate master. Some of the boys read privately with tutors paid by their families. One of the masters reads with his Highness, who is in the third class, the first being the senior class.

5. Such is the system. It has answered very well indeed, and not the least important element of its success has been the principle of emulation which it has engendered.

6. The questions which have now to be considered and decided upon are these—

(1.) How to arrange for the domestic comfort of his Highness at Bangalore, and at the same time to graft upon care for his conduct care also for his moral, intellectual, and physical improvement.

(2.) How to retain the advantages of the present system of education under the altered circumstances of a removal to Bangalore.

(3.) How to arrange for the control of affairs at Mysore, and for the continuance of education to the boys who may not be selected to accompany his Highness.

It is upon these points I now venture to express my opinion, and if I do so with freedom it is because I am writing upon a subject which has occasioned me much anxious thought, and upon which I have arrived at a clear and definite conclusion.

7. With

7. With respect to the first question, viz., (a) how to arrange for the union of domestic comfort with care for the moral training of his Highness, or, in other words, how to give him in his home an education parallel to that which he receives in his school, without at all infringing upon necessary native customs, it is my opinion that in his home he should be under the general supervision of an English gentleman. In the conversations I have very recently had with you on the subject of his Highness you have intimated to me very clearly your conviction that the time is fast approaching when it will be absolutely necessary that the studies of the Maharaja should be guided by an English tutor. It would not be difficult to arrange that the gentleman who might be selected to fill that office should occupy a house contiguous to that of his Highness, and that he should have free access at all hours to the latter. This, on account of the marked difference in the food and mode of living between the two nations, would be preferable to occupying apartments in the same dwelling. Living in a house in close vicinity, and it happens that there is one well suited to the purpose, the tutor would be to his Highness what a private tutor in England is to a young English nobleman. He would endeavour to instil into his mind broad, liberal, and manly ideas; he would direct his thoughts, would gradually make him alive to the great duties about to devolve upon him and to the responsibilities attaching thereto. By such a course the mind of the pupil would, it is to be hoped, be gradually weaned from any impressions which may have arisen from constant association with those who now care for his domestic comfort, and who look upon royalty as a pageant, on a king as an irresponsible despot, and on the government of a country as a means of securing an unlimited command of the national purse.

(b.) It will be evident that little of this nature can be attempted until his Highness is removed from Mysore, and it seems also clear that to no one could such a task be entrusted better than to the gentleman who will have the supreme charge of his education.

(c.) Attached to the house of his Highness there would be naturally a certain fixed number of servants; these would be carefully selected from his present attendants, many of whom are to my knowledge quite trustworthy. There should also live in the house with him and partake of his studies a certain number (about seven or eight) of the ursu (noble descended from a common ancestry) boys; these boys would be at once his class-mates and his playmates. Those whose names I would suggest belong already to the same class, and join in the same sports as his Highness. It would be possible, then, to continue the system of emulation which has hitherto answered so well. His Highness, too, would feel less the removal from Mysore; he would at least be surrounded by his friends. That he might be still less sensible of it, his second brother, Soobramanya Raj Urs, should, in the first instance, accompany him. Soobramanya is not the companion I would permanently select for his Highness. Though very sweet tempered he is dull and backward, possessing a facile, I might almost say, a slothful disposition, and with but little energy. Still his presence for a year or so would break the pain of separation.

(d.) But, above all, I would earnestly recommend that his Highness should be accompanied to Bangalore by his present tutor, Mr. Narasim Jyengar. It is scarcely possible to exaggerate what his Highness already owes to this gentleman, who has been his tutor now for nearly five years. I have often alluded to the fact that the intellect of his Highness is one that requires on the part of the teacher the exercise of the qualities of patience, gentleness, perseverance, and temper. All these Mr. Narasim Jyengar has shown that he possesses in the highest degree. A Brahmin, he has no prejudices; his views are broad and liberal, he has a manly mind, a love of acquiring knowledge, and the art of imparting it. He is, too, quite trustworthy.

(e.) But in accompanying his Highness to Bangalore, Mr. Narasim Jyengar must be prepared to fulfil other duties besides those devolving upon an assistant tutor. I suggest that he should be the manager of the household; that he should arrange for its internal order, for its provision of food, for the payment of the servants. He would have a small establishment for this purpose, the accounts being sent monthly for audit direct to the Deputy Accountant General. He will naturally require some extra remuneration. But to this I will refer further on.

8. The second point, viz. (a) how to retain the advantages of the present system under the altered circumstances of a removal to Bangalore has been incidentally alluded to in the previous paragraph. The main point is to provide an English tutor for his Highness. I am aware that you consider that this is an essential point, and it is certainly one of considerable importance. The opportunity is a very fitting one. His Highness will then be 13 years old, and the superintendence of an Englishman over his studies will be most advantageous. It may be asked why such a task could not be taken up by the guardian. But the question suggests itself only to be summarily dismissed. Looking for a moment at the guardian as an abstract individual, no one would contend that any one who had passed considerably more than a quarter of a century in India could be so competent to aid a young boy in his studies as a gentleman fresh from one of the English universities.

(b.) And this leads me to a division of the subject which I consider most material. I think in selecting a tutor for his Highness care should be taken to select a gentleman of high character and attainments, utterly unconnected with India. A greater mistake could not, in my humble opinion, be committed than to appoint to that office any one directly connected with an Indian family, and still less any one now in India. No candid mind can deny that the tendency of the Indian life is to bring the mind into a groove, from

which even under other climes it rarely emerges. What is required for the Maharaja is the influence of an unfettered, unprejudiced English intellect of a mind that has thought out problems for itself, and which takes nothing on trust. A man possessing such an intellect and such a mind can, I humbly submit, be best found in our great universities.

With such a gentleman as his tutor, with Mr. Narasim Jyengar as his assistant, and with seven or eight young ursus (noblemen of Mysore) to form a class, the very best chance will be afforded to the Maharaja of acquiring that which the Government has expressed its wish that it shall acquire, viz., the education of an English gentleman.

9. I now approach the third point, viz. (a) how to arrange for the control of affairs at Mysore, and for the continuation of education to the boys who may not be selected to accompany his Highness.

This is an important question. Mysore is still the native capital of the province. It is at least probable that his Highness may elect to make it the seat of Government. It is now the residence of two Ranees (Queens Dowager) widows of the late Sovereign; of all the principal ursus (noble families); and it has the prestige of being associated with the rise and most prosperous period of the existence of the Hindu family which founded it; and the representative of which is the present minor king. Regard being had to these facts, to its importance in native eyes, to the palaces, institutions, and large establishments to be maintained, the onerous nature of the charge will be in no way diminished by the departure of the Maharaja for Bangalore, I would recommend then that the palace and the other establishments remain under the charge of the controller, as at present, the only difference being that he should correspond direct with the secretary to the Chief Commissioner, and send his accounts direct to the Deputy Accountant General.

(b.) With respect to the maintenance of the school, I am of opinion that some modification would be advisable. The school might be maintained on its present footing as an experimental measure for two years. Whenever his Highness might visit Mysore, and this would probably occur twice a year, the tutor might take the opportunity of examining the mode of education and the boys, and upon his report action might be taken. But should the school be eventually broken up, it should be signified to the masters now employed that they would be provided for in the Educational Department. They are three in number, and they have done their duty faithfully and well. The senior, Mr. Ramasawmy, is an able man and an excellent teacher: he has his B. A. degree; the second, Mr. George Dunning, is also a good teacher, thoroughly conversant with the Canarese language, and a most respectable young man.

10. In the preceding paragraphs I have suggested a plan for caring for and educating his Highness after his removal to Bangalore, and for watching over the palace interests in Mysore. The plan in itself is complete, so complete that there is no room left for the guardian. In fact in the new arrangement his Highness being at Bangalore under the very eyes of the Chief Commissioner, and his education and mode of life supervised by the tutor, there would be nothing for the guardian to do.

Under the guardianship, I may say, without fear of misconception, for it has been admitted by the Government, great results have been obtained. System has taken the place of chaos, a healthy feeling has been generated, the first steps in the education of his Highness and his nobility have been made. The wisdom of making the palace and its inmates a separate charge under a separate officer has been amply vindicated; and were his Highness to remain in Mysore, I would advocate the retention of the guardianship. But it is my humble opinion, and I trust I am not transgressing official propriety in expressing it, that with the removal of his Highness to Bangalore the necessity for a guardian ceases. It is clear that at Mysore itself he will not be wanted, for the controller must remain there to do what he does now. It is equally clear that there will be nothing for him to do at Bangalore if a tutor, communicating, as he should do, directly with the Chief Commissioner or his Secretary, be appointed. The only question then to decide is which of the two is the most advisable to have, a guardian or a tutor. I think there can be but one reply to that question.

It might seem invidious for Colonel Malleson to propose the abolition of the guardianship, if Colonel Malleson were not the guardian. That fact will excuse and, I hope, fortified by the arguments which I have used, will justify the proposal.

11. To sum up. The proposals I submit, consequent upon the removal of the headquarters of his Highness to Bangalore on or about the 1st January 1876, are briefly as follows:—

- (1.) That an English gentleman should be selected from one of the English universities to fill the office of private tutor to his Highness, occupying a house adjoining that of the Maharaja, and exercising supervision also over his domestic life.
- (2.) That Mr. Narasim Jyengar accompany his Highness to Bangalore, occupying the post of assistant tutor and manager of the household.
- (3.) That seven or eight young ursus and the second brother of the Maharaja accompany his Highness to Bangalore, occupying rooms in the same house.
- (4.) That the arrangements at Mysore be continued under the charge of Mr. Rungacharloo, the school to be provisionally maintained.
- (5.) That the appointment of guardian be abolished from the 1st January 1876.

12. I may

12. I may add that if these arrangements be approved of, it would be advisable to select a tutor at as early a date as possible, so as to enable him to arrive in India about October or November 1875. He might come at once to Mysore and stay with me, when it would be a pleasure to me to place whatever experience I have acquired at his disposal. There would be a small increase of expenditure for three months, amply compensated for, however, by the saving which the abolition of the guardianship from 1st January 1876 would cause.

13. This will be shown by the following estimate. I do not suppose it would be advisable to offer to a tutor a salary of less than 1,000 rupees per mensem to start with in addition to a furnished house. It would, indeed, be probably advisable to buy as his residence the house contiguous to that of the Maharaja, a house which I hear will shortly be vacated. Then, again, the salary of Mr. Narasim Jyengar would have to be increased, as the management will cause great responsibility to devolve upon him. The account would then stand thus :

Saved by abolition of Guardianship per mensem	-	Rs.	a.	p.
		3,000	-	-
Deduct immediate additional expenses—				
Salary of Tutor	-	Rs.	a.	p.
Interest on outlay for furnished house,	-	1,200	-	-
or rent for ditto	-	250	-	-
Increase to Mr. Narasim Jyengar's	-			
salary.	-	115	-	-
			1,565	-
Monthly Saving	-	Rs.	1,435	-

From these there would be an ample reserve for any other increase which time might show to be required.

Enclosure 3, in No. 42.

From *H. Wellesley*, Esq., Secretary to the Chief Commissioner of Mysore, to *C. U. Aitchison*, Esq., C.S.I., Secretary to the Government of India, Foreign Department (No. 7713-152 P.); dated Bangalore, 26th January 1875.

ADVERTING to paragraphs 5-7 of my confidential letter (No. 7671-151 P.), of the 18th instant, proposing the employment of an English gentleman at tutor and companion to the Maharaja at Bangalore, I am directed to state that an opportunity offers of securing for his residence, at a moderate cost, a suitable house close to that now under preparation for his Highness, and the Chief Commissioner recommends that its purchase may be sanctioned by the Government of India at an outlay not exceeding 15,000 rupees.

2. The building in question will be within the *enceinte* of the grounds attached to the chief's residence, and its cost, as well as that of the latter, will be debitable to the Palace Department.

Enclosure 4, in No. 42.

From *C. U. Aitchison*, Esq., C.S.I., Secretary to the Government of India, Foreign Department, to the Chief Commissioner of Mysore (No. 784 P.); dated Fort William, 2nd March 1875.

I AM directed to acknowledge the receipt of your Officiating Secretary's letter (No. 7671-151 P.), dated 18th January 1875, enclosing copy of a communication from the guardian to his Highness the Maharaja, and of your Secretary's letter (No. 7713-152 P.), dated 26th idem, recommending the purchase of a house at Bangalore, at a cost not exceeding 15,000 rupees as a residence for his Highness's tutor.

2. I am to inform you that, in the opinion of his Excellency the Viceroy and Governor General in Council, the proposals made in the confidential communication referred to are judicious and creditable to Colonel Malleson. I am to request that you will convey to that officer an expression of the satisfaction of his Excellency in Council at the success which has attended the arrangements for the education of his Highness up to the present time.

3. I am further to inform you that his Excellency in Council is pleased to sanction the purchase

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purchase of the house at Bangalore on the terms proposed in your Secretary's letter (No. 7713-152 P.), subject to a report from the chief engineer that the price to be paid is not beyond the value of the house.

4. A copy of this letter and of the preceding correspondence will be forwarded for the consideration of Her Majesty's Government, and the Secretary of State for India will be requested to select a tutor of the class recommended by Colonel Malleison.

— No. 43. —

(Political.—No. 74.)

To His Excellency the Right Honourable the Governor General of India in Council.

My Lord,

India Office, London, 17 June 1875.

Para. 1. I HAVE received and considered in Council the letter of your Excellency's Government in this Department, No. 61, dated the 5th March last, with reference to the removal of the Maharajah of Mysore to Bangalore in the early part of next year, and the arrangements thereby rendered necessary for his Highness's future education.

2. The proposals made by Colonel Malleison for this purpose, in which I understand your Excellency to concur, are contained in the following passage of his confidential letter :—

“ The main point is to provide an English tutor for his Highness. I am aware that you consider that this is an essential point, and it is certainly one of considerable importance. The opportunity is a very fitting one. His Highness will then be 13 years old, and the superintendence of an English gentleman over his studies will be most advantageous. It may be asked why such a task could not be taken up by the guardian. But the question suggests itself only to be summarily dismissed. Looking for a moment at the guardian as an abstract individual, no one would contend that anyone who had passed considerably more than a quarter of a century in India could be so competent to aid a young boy in his studies, as a gentleman fresh from one of the English universities.

“ And this leads me to a division of the subject which I consider most material. I think in selecting a tutor for his Highness, care should be taken to select a gentleman of high character and attainments, utterly unconnected with India. A greater mistake could not, in my humble opinion, be committed than to appoint to that office anyone directly connected with an Indian family, and still less anyone now in India. No candid mind can deny that the tendency of Indian life is to bring the mind into a groove, from which, even under other climes, it rarely emerges. What is required for the Maharajah is the influence of an unfettered, unprejudiced English intellect, of a mind that has thought out problems for itself, and which takes nothing on trust. A man possessing such an intellect and such a mind can, I humbly submit, be best found in our great universities.”

3. I am unable to accept, without qualification, the view expressed in these paragraphs.

If no other object were in view but to bestow upon his Highness the best possible instruction in philosophical and literary knowledge, no exception could be taken to the arrangement proposed by Colonel Malleison. Such teaching could not be given more effectively than by a tutor fresh from the education of one of the English universities.

4. But literary proficiency is not in this instance the principal object to be attained. At an age when the education of other men is not complete, his Highness will be invested with powers upon the due exercise of which the happiness of large numbers will depend, and will be charged with duties which will leave to him little leisure for the pursuits of a student's life. It is of great importance

importance that he should be well instructed in the knowledge which will help him to success in this high vocation. The principles of the Government which will be administered by his authority and in his name, the special dangers and errors to which it is exposed, the blessings which, if rightly directed, it may confer, the warnings or the encouragement furnished by the history of other princes of his own race, are matters to which his mind should be specially turned during the remaining years of his minority.

5. To the communication of such knowledge, some familiarity with the experience of Indian administration in its various forms is essential. A person, duly qualified in this sense, will be more easily found in India than in this country. Your Excellency will doubtless be able to select in the military or the civil service under your orders, on such salary and conditions as you may deem advisable, some gentleman possessed of the requisite administrative experience, and fitted by character and disposition to win the confidence of his pupil.

6. It is needless for me to remind your Excellency of the importance of the issues which may depend on the choice you are about to make. Not only the happiness of the people of Mysore, but the future form and permanency of Native rule in India will be largely influenced by the career of the prince whose education you are preparing to complete.

7. These arrangements involve the abolition at an early date of the office filled by Colonel Malleson, whose conduct of the Maharajah's education up to the present time merits the commendation which it has received from your Excellency in Council.

8. In my Despatch* of the 16th of April 1874, whilst according my sanction to your proposal in regard to the removal of the Maharajah to Bangalore, I expressed my satisfaction at learning that the young prince would have opportunities of visiting the ancient capital. I feel assured that your orders on these points will be carried out by the Chief Commissioner with every consideration for the feelings of the family, more especially in regard to the date of the change of residence and the periods of occasional absence of the young chief from Mysore. *See page 127.

9. In conveying to you these instructions, I should, at the same time remind you that as the time approaches for restoring to a Native ruler the powers of Government in Mysore, its administrative arrangements should be shaped so as to adapt themselves easily to the change. Whatever securities for good government your Excellency may, when the time comes, think it right to require the number and nature of the appointments, and the proportion of European officers must under a Native government differ widely from those which would be agreeable to the ordinary system of the British service. It will be prudent to take such precautions beforehand as will prevent the occurrence of too sudden or marked a change.

I have, &c.
(signed) *Salisbury.*

— No. 44. —

(Foreign Department.—Political.—No. 111.)

To the Most Honourable the Marquis of *Salisbury*, Her Majesty's Secretary of State for India.

My Lord Marquis,

Simla, 25 May 1876.

WE have the honour to forward, for the information of Her Majesty's Government, copy of the correspondence marginally noted, from which it will be perceived that we have approved the abandonment of the proposal contained in paragraph 3 of the Chief Commissioner's letter,

From Officiating Secretary to Chief Commissioner Mysore, No. 205P., dated 28th February 1876.
To Officiating Chief Commissioner, Mysore, No. 1147P., dated 11th May 1876.

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No. 168, dated 12th January 1876, viz., that his Highness the Maharajah of Mysore should pay a short visit to Bangalore, *en route* to the Neilgherry Hills.

We have, &c.
(signed) *Lytton.*
F. P. Haines.
H. W. Norman.
A. Hobhouse.
E. C. Bayley.
W. Muir.
A. J. Arbuthnot.
A. Clarke.

Enclosure 1, in No. 44.

From Major *T. G. Clarke*, Officiating Secretary to the Chief Commissioner of Mysore, to *T. H. Thornton*, Esq., D.C.L., Officiating Secretary to the Government of India, Foreign Department. (No. 205P.; dated Bangalore, 28th February 1876.

I AM directed by the Officiating Chief Commissioner to submit, for the consideration of his Excellency the Governor General in Council, copy of letter from the guardian to his Highness the Maharaja, dated 16th instant.

2. It will be observed that Colonel Malleeson is of opinion that it will be advisable to abandon the proposal that his Highness should pay a short visit to Bangalore, *en route* to the Neilgherry Hills.

3. Under this arrangement the Maharaja will make the journey thither by road from Mysore, instead of *via* Bangalore; but at the expiration of his visit in June next, he will, as already determined, proceed by railway direct to Bangalore, and take up his permanent residence there.

4. I am directed to take this opportunity of requesting that the Officiating Chief Commissioner may be placed in communication with the gentleman who may be selected for the post of tutor to the Maharaja at as early a date as may be practicable, in view to preparatory arrangements being made for his entering upon his duties early in June.

Enclosure 2, in No. 44.

From Colonel *G. B. Malleeson*, Guardian to his Highness the Maharaja of Mysore, to Honourable *R. A. Dalryell*, Officiating Chief Commissioner of Mysore; dated 16th February 1876.

WITH reference to the correspondence with the Government of India, forwarded with your secretary's docket, No. 64, dated the 11th instant, I have the honour to submit, for your consideration and orders, some remarks as to the course which it appears to me most advisable to adopt under existing circumstances.

2. When in December last you did me the honour to consult me on the subject of the removal of his Highness to Bangalore, and his journey to the hills, I fully and entirely concurred with you as to the advisability of his Highness coming into Bangalore in March of the current year prior to his visit to Ootacamund. * * * *

3. But there are one or two circumstances which induce me now, whilst adhering entirely to the main principle of the course of action then proposed, to recommend a slight modification in the mode of carrying it out. If the Maharaja were to remain here all March, and performing his father's ceremony on the 30th, were to start for Ootacamund the 31st or the 1st April, no objection would be raised, and subsequently his Highness' journey from Ootacamund to Bangalore in June would be accepted as unavoidable.

4. In this procedure no sacrifice of principle is involved. His Highness would still take up his residence at Bangalore as soon as his house there is ready, whilst the movement of servants and baggage from Mysore to Bangalore, and thence to Ootacamund, for a very brief and temporary purpose, would be spared.

Enclosure 3, in No. 44.

From *T. H. Thornton*, Esq., D.C.L., Officiating Secretary to the Government of India, Foreign Department, to Honourable *R. A. Dalryell*, Officiating Chief Commissioner of Mysore (No. 1147P); dated Simla, 11th May 1876.

IN reply to your Officiating Secretary's letter, No. 205P., dated 28th February 1876, I am directed to state that under the circumstances represented, the Governor General in Council approves of the abandonment of the proposal that his Highness the Maharaja of Mysore should pay a short visit to Bangalore *en route* to the Neilgherry Hills.

2. With reference to paragraph 4 of your letter, I am to add that the selection of a tutor for his Highness is under consideration, and that orders on this point will be communicated to you hereafter.

— No. 45. —

EXTRACT.

(No. 32.)

To His Excellency the Right Honourable the Governor General of India.

My Lord,

India Office, 13 July 1876.

I HAVE received and considered political letter* of your Excellency's Government, No. 111, dated the 25th May last, reporting your sanction of an amended proposal of the Chief Commissioner of Mysore, in reference to the removal of the Maharajah of Mysore to Bangalore.

* See page 135.

2. The arrangement finally sanctioned by you, under which the journey of his Highness to Bangalore will follow instead of precede his usual summer visit to the Neilgherry Hills, has advantages over that originally proposed, and is approved by me.

3. Your Excellency will no doubt have gathered from paragraph 8 of my Political Despatch, No. 74,† dated the 17th June 1875, that it is not the wish of his Majesty's Government that the Maharajah's residence while he remains under the charge of your Government should be fixed permanently at Bangalore. Occasional periods of absence from Mysore will afford his Highness a change of scene and associations which may be beneficial to him; but it is undesirable on many grounds, both of family feeling and imperial policy, that they should be unduly prolonged.

† See page 134.

* * * * *

(signed) *Salisbury.*

— No. 46. —

(Foreign Department.—No. 31.)

To the Most Honourable the Marquis of *Salisbury*, P.C., Her Majesty's Secretary of State for India.

My Lord Marquis,

Simla, 17 July 1876.

IN our letter of the 25th February last, we informed your Lordship that the selection of a suitable person as tutor to the Maharajah of Mysore was still under our consideration; and we further intimated that the arrangements for his Highness's removal to Bangalore were in course of completion.

2. We have now the honour to report that the Viceroy has temporarily selected Captain F. A. Wilson, R.A., at present Superintendent of the Tehree State, for the office of tutor, subject to such future re-arrangements as circumstances may render necessary or desirable in regard to this post. Captain Wilson formerly discharged the duties of tutor to the Nawab of Jowra in a

manner which secured to him the good opinion of his official superiors, and the sympathies of the native community. His manners are conciliatory; he is conversant with native courts; and personal observation, as well as official inquiry, satisfied the Viceroy that he is well fitted, by his attainments, character, and experience, for the post he has been selected to fill. We have directed him to proceed at once to Mysore to take up his duties, in succession to Lieutenant Colonel Malleson.

3. We have deemed it desirable to postpone, for the present, the removal of the young Maharajah from Mysore to Bangalore, partly for the reasons explained in paragraph 4 of this letter, and partly in consequence of a doubt which has arisen in our minds as to the strict interpretation of your Lordship's Despatch* of the 17th of June 1875, in regard to the "occasional absence of the young chief from Mysore," an arrangement apparently irreconcilable with the establishment of the permanent head quarters of his Highness at Bangalore, as sanctioned in the Secretary of State's Despatch † of 16th April 1874.

* See page 134.

† See page 127.

4. From information which has, more or less directly, come to our knowledge, we have some grounds for believing that the contemplated removal of the young Maharajah to Bangalore is, contrary to our expectation, causing, on the part of the Ranees and his Highness's family generally, a certain amount of distress and ill-feeling, which it is desirable to avoid. We, moreover, entertain very serious doubts whether the Maharajah's removal from his hereditary capital is not open to grave political objections.

5. We should be glad to be favoured with your Lordship's views in elucidation of the remarks to which we have already referred as contained in paragraph 8 of your Despatch of the 17th of June 1875, more particularly with reference to the circumstances above mentioned, and the necessity of making early and adequate preparation for the safe restoration of Mysore to native Government. We trust that we may anticipate your sanction to such changes in the present arrangements, both as regards the permanent residence of the Maharajah and the guardianship, as may appear to us desirable, after receiving from the Chief Commissioner the full report which we have requested him to submit. We shall take the earliest opportunity of forwarding this report to your Lordship, with an expression of our views on the administrative changes necessary to adapt the Government of Mysore to native management, and to provide for its future stability.

We have, &c.
(signed) *Lytton.*
F. P. Haines.
H. W. Norman.
A. Hobhouse.
E. C. Bayley.
W. Muir.
A. J. Arbutnot.
A. Clarke.

Enclosure in No. 46.

(Extract.)

(No. 1657 P.)

From the Secretary to the Government of India, Foreign Department, to the Chief Commissioner of Mysore.

Sir,

Simla, 15 July 1876.

IN my telegram of the 29th May to the address of your predecessor, I conveyed the instructions of the Government of India, that the arrangements for the removal of the Maharajah of Mysore to Bangalore should be suspended till further orders; and I am now directed to place before you the views of the Governor General in Council on this and other matters connected with the province over which you have been placed.

2. The time is approaching when, in fulfilment of its pledges, it will be incumbent on the Government of India to restore the Province of Mysore to native rule; and there remain only a few years for the completion of a work of which the inherent difficulties cannot but be increased by any avoidable delay in the prosecution of it.

3. The transfer of Mysore to the Maharajah involves two very serious considerations.
His

His Highness appears, from all accounts, to be a youth of good disposition. His State has long been, and still is, administered by a commission largely composed of British officials, whose complicated, and rather cumbrous administrative system could not, without considerable simplification, be successfully worked by a native government not familiar with its principles, or trained in accordance with its methods. If the State, thus administered, be suddenly, and without careful preparation, handed over to native rule, under the nominally responsible authority of a young and inexperienced prince, the probability is, that the whole governmental machinery of Mysore will shortly afterwards break down; that the province will fall into serious disorder, and that the Government of India may be obliged to intervene in the internal affairs of the province, or even resume the administration of it, an obligation which the Government is most anxious to avoid.

4. So obvious, indeed, is this prospect at the present moment, that the Governor General in Council has some reason to fear that the character of the Government of India is already exposed by it to a suspicion in the native mind that the question has been designedly kept open, with a view to the future annexation of Mysore. The suspicion is unjust, but perhaps not altogether unjustified by the prolonged, although possibly unavoidable, delay in effective preparations for the surrender of the state to native rule, and of the precautions necessary to facilitate to the young Maharajah the difficult task which will then devolve upon him.

5. For all these reasons, it is now necessary, in the opinion of the Government of India that no further time should be lost in beginning to withdraw the English Commission—gradually but steadily, replacing its eliminated members in part, if not in whole, by carefully selected native administrators. It is also no less desirable that the mechanism of the administration should, *pari passu*, be simplified by degrees, and that every possible occasion should be taken to adapt its working conditions, as much as may be, to the capacities of the native officials who will ere long have to work it. The difficulty of combining cautious progress towards the attainment of this result, with the present and prospective maintenance of adequately efficient government, is one of the problems which the Government of India place with confidence in your hands. The Government of India do not wish to underrate that difficulty; they fear that the native element in Mysore itself is somewhat inefficient, whilst that obtainable from neighbouring districts may, perhaps, be unpopular in the province; they do not forget, moreover, that the claims of the members of the present English Commission, who have but little chance of being employed elsewhere, must be taken into consideration; although, in cases of necessity, the Governor General in Council would not hesitate to sanction any arrangement by which their retirement could be effected by bonuses forming a fair and legitimate charge on Mysore finances.

6. In the meanwhile, the Viceroy and Governor General in Council is anxious that one of the three administrative divisions of Mysore should as soon as possible be placed under a native, and that the working of it under native administration should be carefully watched during the next few years. If a native of intelligence and spirit could be selected for this purpose, the competition of his English colleagues, and the consciousness that his capacities are being fairly tried—with adequately generous allowance for inexperience, if qualified by honest good will—may be expected to put him on his metal, and favour the success of such a preliminary experiment. Even should the experiment fail, however, it is well worth the trial. It is possible that there may be natives of Mysore qualified for a Commissionership. The experiment might, in his Excellency's opinion, be best made in the Ashtagram division; it would be popular, and tend to convince the native population not only of our good faith, but of our sincere desire to restore the province, under the most favourable and suitable conditions, to the rule of the Maharajah.

7. Having appointed Captain Wilson to the temporary tutorship of the young Maharajah, the Viceroy has already instructed your predecessor to give Colonel Malleon immediate leave of absence. Captain Wilson will shortly join his post at Mysore, and the Government of India have only to request you to afford him every assistance and support in discharge of his duties there. You will also be so good as to take an early opportunity of waiting on the Ranees, and making to them, in the Viceroy's name, the communication which Mr. Dalrymple will probably ere this have placed in your hands for that purpose.

8. I am to request, moreover, that you will, after careful consideration and inquiry, submit to this department a full report of the present state of administrative arrangements at Mysore, in order that his Excellency in Council may be in a position to decide upon the steps necessary for the handing over of the State to native rule under proper conditions and favourable circumstances.

I have, &c.
(signed) T. H. Thornton,
Secretary to the Government of India.

— No. 47. —

(No. 40.)

To His Excellency the Right Honourable the Governor General of India.

My Lord,

India Office, London, 7 September 1876.

* See page 137.

† Dated 17 July 1876.

Para. 1. I HAVE to acknowledge the receipt of the letter* of your Excellency's Government (No. 31†), reporting the temporary arrangements which you have sanctioned in regard to the residence and education of the Maharajah of Mysore, and forwarding copy of a letter which you have addressed to the Chief Commissioner of Mysore on the subject of the administration of the province.

‡ See page 137.

2. From my Despatch (No. 32),‡ dated the 13th July last, your Excellency will have learned that, in postponing the removal of the young Maharajah from Mysore to Bangalore, you have anticipated the wishes of Her Majesty's Government. In their opinion, while it is desirable that the Maharajah should pay occasional visits to other parts of his future dominions and to British India, Mysore should continue to be regarded as his permanent place of residence. But this matter, and the arrangements in reference to the guardianship of his Highness, Her Majesty's Government are content to leave in the hands of your Excellency. Under the circumstances which rendered it necessary to place the office of guardian in abeyance, they fully approve of the appointment of Captain Wilson to be tutor to his Highness as a temporary measure.

3. On the question of the administrative changes which are required to adapt the government of Mysore to native management, I reserve any remark on the part of Her Majesty's Government until I am in possession of the matured views of your Excellency, after consideration of the report which the Chief Commissioner has been called upon to furnish. I find with great satisfaction that this important subject has received your Excellency's early attention; but I confine myself at present to an expression of the general concurrence of Her Majesty's Government in the views set forth in your secretary's letter to the Chief Commissioner, dated the 15th July, and of their hope that it may be found possible to carry at once into effect the proposal to place one of the three divisions of the province under a native, without waiting for a final decision in regard to other measures which may eventually be deemed necessary.

I have, &c.
(signed) *Salisbury.*

— No. 48. —

(Foreign Department.—Political.—No. 147.)

To the Most Honourable the Marquis of *Salisbury*, Her Majesty's Secretary of State for India.

My Lord Marquis,

Simla, 16 August 1877.

§ See page 137.

IN our Despatch (No. 31),§ dated 17th July 1876, on the subject of Mysore affairs, we had the honour to report that we had resolved, as an experimental measure, to abstain from filling up the office of guardian to the Maharaja, vacated by Lieutenant Colonel Malleson, and to appoint, in lieu of a guardian, an officer of junior standing to the post of tutor to his Highness, and we added that the Viceroy had selected Captain F. A. Wilson, R.A., late tutor to the Nawab of Jowrah, for the latter office—his appointment being "subject to such future re-arrangements as circumstances might render necessary or desirable."

We further intimated our intention of taking the earliest opportunity of submitting our views as to the administrative changes necessary to adapt the Government of Mysore to native management and to provide for its future stability.

2. With regard to the second point above adverted to, we regret that the terrible calamity which has fallen upon Mysore and taxed to the utmost the resources of the administrative staff, both European and Native, has, up to the present time, prevented the Chief Commissioner from introducing changes in the

the constitution of the administration which we deemed expedient for the gradual introduction of carefully selected native administrators into the Mysore Commission. The nature of some of these changes will be gathered from the accompanying letter to the Chief Commissioner of 17th November 1876, No. 2456 G.

3. "The last six months," writes the Chief Commissioner, "have been a most trying and anxious time for all those who have been charged with the responsibility of conducting the administration in the famine-stricken provinces and districts of Southern India, and I must confess that, if it had not been for the zealous and indefatigable exertions of the European officers who have been associated with me in carrying out the arduous duties of supervision and control, I should have despaired of being able to have effected with native agency a tenth part of what has been accomplished in the way of saving life, and of carrying on the details of the administration in all its branches. Many of the native officials, and especially those of higher standing and of superior education, have laboured strenuously and successfully in relieving distress and in carrying into effect the instructions which have been issued for their guidance in the conduct of relief operations; but it is no disparagement to them to say that without the support and guidance of the Commissioners of Divisions or the example set them generally by the European officers of the Commission and of the Survey Settlement Department, several of whom have been specially and most advantageously employed in superintending the carrying out of measures of relief in the more seriously affected districts, they would never have done anything like the good service which they have in consequence been enabled to render."

4. But though the transfer of the higher administrative posts of the Mysore Commission from European to Native Agency has been thus unavoidably retarded, the subject has by no means been lost sight of. One senior officer, Colonel Puckle, has been permitted to retire with a bonus granted from the Mysore revenues, on the same terms as those granted to British officers of the North Western Provinces and the Punjab, and another, Colonel Renton, is about to retire shortly on the same terms. Under present circumstances, it was not deemed expedient or equitable to abolish the appointments thus vacated or to fill them up from the Native Staff of the Commission; but all promotions of European officers thereto have been made provisionally, and subject to any change which hereafter may be made by the Government of India in the administration of the province.

5. The subject however on which we desire specially to address your Lordship, at the present time, has reference to the measures to be adopted for the training and education of his Highness during the few years which remain before his assumption of the administration of Mysore.

6. We have no reason to be dissatisfied with the manner in which Captain Wilson has discharged the duties of his office. He has proved, as was anticipated, conciliatory, popular, and efficient; but his appointment, as before observed, was tentative and experimental, and the experience of nearly 12 months has shown that, for the higher training of the young Chief for the important duties which await him, for the proper ordering of the household and for effectively counteracting the evil influence of his surroundings, an officer is required of greater weight and influence than one of Captain Wilson's standing and position; while for the direction of his studies there is need of an officer of more practical experience in education.

7. In view of the above-mentioned circumstances, and the fact that we have not deemed it expedient, as your Lordship is aware, to carry out the original intention of the Government of India to remove the young Maharajah from Mysore to Bangalore, we have, after careful consideration, arrived at the conclusion that it is necessary, in the interests of his Highness and of the future administration of Mysore, to re-establish the office of guardian and to separate it from that of tutor—selecting for the former post some officer of high standing and administrative experience, and for the latter a gentleman, with the requisite qualification, from some English university. For the office of guardian, we believe that no more suitable person can be found than Mr. J. D. Gordon, C.S.I., at present Judicial Commissioner of Mysore—an officer who combines wide

administrative experience with large sympathies, great firmness of character and sound judgment. He has already officiated temporarily in the post, and his return thereto will, we are assured by the Chief Commissioner, be hailed with great satisfaction by all connected with the palace, and prove generally popular.

Mr. Gordon though he does not seek the appointment, is willing to accept it on the salary of 3,000 rupees per mensem, with free quarters.

8. The salary of the tutor we propose to fix at 1,000 rupees per mensem, and in making selection for the post, we have to solicit the assistance of your Lordship; but, as a temporary arrangement, we propose, on the recommendation of the Chief Commissioner, to avail ourselves of the services of Mr. Candy, a graduate of Cambridge, at present head master of the Mysore High School.

9. In the event of our proposals receiving the approval of Her Majesty's Government, arrangements will be made for suitably providing for Captain Wilson in the Political Department, to which he originally belonged.

We have, &c.
(signed) *Lytton.*
F.P. Haines.
E. C. Bayley.
A. Clarke.
J. Strachey.
E. B. Johnson.
W. Stokes.

Enclosure in No. 48.

From *F. Henvey*, Esq., Under Secretary to the Government of India, Foreign Department, to the Chief Commissioner of Mysore (No. 2456 G.); dated Fort William, 17th November 1876.

I AM directed to communicate the orders of the President in Council on the subject of the correspondence ending with your Officiating Secretary's letter (No. 6726-99 G), dated 17th November 1875.

2. His Honor in Council observes that the proposal made by the late Officiating Chief Commissioner of Mysore is to carry out in its entirety the separation of the Judicial and Executive Departments in that province which was commenced in 1874.

3. The object is partly to render the present administration of Mysore, both in judicial matters and in administrative matters, more efficient, and partly to facilitate the substitution of Native for European Agency; and with this view it is suggested that—

- (a) The Commissioners of Divisions should be abolished;
- (b) The Deputy Commissioners should be relieved from all judicial work;
- (c) Two Civil and Sessions Judges should be appointed; and
- (d) One Revenue or Financial Commissioner should be appointed who should superintend the entire revenue administration of the province, the judicial functions now vested in the Commissioners being transferred to the two Civil and Sessions Judges.

4. As to the policy of the measure which has been recommended by the late Chief Commissioner, Sir R. Meade, the late Officiating Chief Commissioner, Mr. Dalrymple, the present Judicial Commissioner, Mr. Gordon, and other officers of local knowledge and experience, the President in Council entertains no doubt whatever. Whether regarded as the means of introducing a system, which is perhaps the only one that can be efficiently worked by a native administration, or as being an important step towards facilitating the substitution of Native for European Agency in the Mysore Province, the principle of the scheme is warmly approved by the Government of India.

5. With regard, however, to the number of Revenue Commissioners, the President in Council concurs in the opinion expressed by Sir R. Meade in paragraph 20 of his letter No. 1 A.P., dated 15th May 1874, namely, that it should be fixed at two. Mr. Dalrymple recommended that there should be only one Commissioner, whose office should merge in that of the Dewan when the transfer of the country to the Maharajah takes place. The effect of this arrangement would be to place the Deputy Commissioners of Districts in

in a position similar to that occupied by Collectors of Districts in Madras, and to make them subject only to the supervision of a central office at head-quarters; for the single Revenue or Financial Commissioner, as Mr. Dalyell proposes to call him, could hardly do much in the way of inspection, and practically his functions would be similar to those exercised by a Stationary Board of Revenue.

6. Moreover, it is apprehended that even with the present European *personnel* of the province more direct supervision is necessary than could be exercised by a single Commissioner, and that such supervision will be still more indispensable when the Deputy Commissioners, or the majority of them, are natives. The appointment of a single Commissioner responsible for the direction and control of the revenue administration of the whole of the province would practically involve the transfer to that officer of much of the work now performed by the Chief Commissioner. The better plan, in the opinion of the President in Council, would be that the future Dewan should take the place, not of the Revenue Commissioner, but of the Chief Commissioner, and should be aided by two supervising officers, whose duty it should be to watch the revenue administration of their divisions or soubahs.

7. The Government of India, therefore, while approving generally of the proposed scheme, would prefer that there should be two Revenue Commissioners as well as two Civil and Sessions Judges. The appointment of four officers in lieu of three will, if the present rate of salary be maintained, involve an increase of at least 2,500 rupees per mensem; but as Native Agency is substituted for European Agency, the scale of salaries may be reduced, and the additional expense of the new arrangement will therefore be only temporary.

8. To this last-mentioned subject, viz., the reduction of salaries in posts which will hereafter be occupied by natives, the President in Council invites your early attention. In the neighbouring State of Travancore the salary of the Dewan is only 2,000 rupees per mensem; and though it will probably be necessary in Mysore, which is a larger and more important State, to fix the salary of the corresponding officer at a higher rate, it will hardly be deemed requisite to continue to the Commissioners of Divisions, when natives, or to the Civil and Sessions Judges, whom it is proposed to appoint, salaries in excess of or as high as that which has been sufficient in Travancore to command the services of the present able Dewan, and his distinguished predecessor, Sir Madava Rao. I am accordingly to request that you will take this matter into careful consideration, and state what in your opinion will be a suitable scale of salaries for the several classes of appointments held by European officers when their places are taken by natives.

— No. 49. —

(No. 63.)

To His Excellency the Right Honourable the Governor General of India.

My Lord,

India Office, London, 4 October 1877.

Para. 1. I HAVE to acknowledge the receipt of Political Letter of your Excellency's Government, No. 147, dated the 16th August last, explaining the circumstances which have delayed the introduction of those changes in the constitution of the administration of the province of Mysore which you deem necessary in order to adapt the government to native management, and submitting certain proposals in regard to the training and education of the young Maharajah during the remaining years of his minority.

2. The administrative changes which were sanctioned by your Secretary's letter to the Chief Commissioner of Mysore, under date of the 17th November 1876, as well as the steps which have been taken with the object of promoting the retirement of European officers from the higher posts of the Mysore constitution in view to their places being filled by natives, are cordially approved by Her Majesty's Government. It is scarcely necessary to express the deep regret of Her Majesty's Government that the famine which is so sorely afflicting the adjoining districts of British India should have extended to Mysore: they fully recognise that this terrible visitation has left no alternative but to postpone the introduction of the changes sanctioned, and has rendered practically impossible any immediate reduction in the European strength of the Commission, and they therefore can only express their satisfaction that measures so essentially necessary should have been determined upon in principle, and that recent promotions and appointments should have been made upon such terms as will allow of those measures being carried into effect at the earliest moment when circumstances may permit.

* See page 140.

3. With regard to the training and education of the Maharajah, I learn that a year's experience of the arrangement sanctioned by my Despatch,* No. 40, dated the 7th September 1876, under which Captain Wilson, an officer of junior standing, was appointed tutor to the Maharajah, the office of guardian being placed in abeyance, has satisfied your Excellency's government that, for the higher training of the young chief, for the proper ordering of the household, and for effectively counteracting the evil influence of his surroundings, an officer is required of higher standing and position, while, for the direction of the Maharajah's studies, there is need of an officer of more practical experience in education than is possessed by Captain Wilson. You accordingly recommend that the office of guardian should be re-established, and separated from that of tutor, that Mr. J. D. Gordon, C.S.I., at present Judicial Commissioner of Mysore, should be appointed to the former post, and that the tutor should be a gentleman, with the requisite qualification, from some English university, whom, as I understand, you wish to be selected by me.

4. With reference to the re-appointment of a guardian, Her Majesty's Government are quite prepared to accept the conclusion at which your Excellency in Council, after mature consideration, has arrived; and I have accordingly to convey to you their approval of your proposals.

5. I shall be happy to take steps to procure the services of a gentleman qualified to fill the post of tutor to the Maharajah, if, after mature consideration, you shall be of opinion that it is necessary to have recourse to me for that purpose. But I should very much prefer that the tutor should, if possible, be selected from among the servants of the Crown, either here or in India. It is impossible that such a tutor, if a man of ability, should not obtain considerable influence over the young Maharajah, which may continue after the time when his pupilage is past. A person who had no experience of official life, and who felt himself under no special obligation of obedience to the Government, might either out of mere partisanship for the Maharajah, or in pursuance of some speculative view, use his influence in a manner which would be embarrassing to your Excellency's Government. The extent of acquirements necessary for the instruction of the Maharajah could probably be found in any well-educated English gentleman. If it should eventually be in your judgment expedient that the tutor should be selected here, it will be necessary that, for that purpose, you should furnish me in detail with the particulars of salary, duty, residence, and length of engagement which you propose.

I have, &c.
(signed) *Salisbury.*

MAIL CONTRACTS (PENINSULAR AND ORIENTAL STEAM
NAVIGATION COMPANY).

RETURN to an Order of the Honourable the House of Commons,
dated 7 March 1879 ;—for,

COPY “of the CORRESPONDENCE respecting the CONTRACT, dated the
7th day of February 1879, for the CONVEYANCE of MAILS, entered into
with the PENINSULAR AND ORIENTAL STEAM NAVIGATION COMPANY.”

Treasury Chambers, }
17 March 1879. }

HENRY SELWIN-IBBETSON.

(*Mr. Rathbone.*)

Ordered, by The House of Commons, to be Printed,
18 March 1879.

COPY of the CORRESPONDENCE respecting the CONTRACT, dated the 7th day of February 1879, for the CONVEYANCE of MAILS, entered into with the PENINSULAR AND ORIENTAL STEAM NAVIGATION COMPANY.

— No. 1. —

The Post Office to the Treasury.

My Lords,

General Post Office, 28 January 1878.

IN accordance with the authority conveyed to me in your letter of the 9th August last (No. 12,923—77), notice has been given to the Directors of the Peninsular and Oriental Steam Navigation Company that the contract made with them in 1874, for the conveyance of the India, China, and Japan Mails, will terminate on the 31st January 1880.

I have now to offer, for the consideration of your Lordships, some suggestions as to the arrangements which appear to me to be desirable in order to place the whole service upon a satisfactory footing.

The scheme now in operation is as follows :—

1. There is a service once a week from Southampton to Suez, *via* the Suez Canal. In connection with this service there is one from Brindisi to Alexandria; and the two services join at Suez, forming a weekly service to Bombay.
2. There is a fortnightly service from Suez to Point de Galle and Calcutta.
3. There is a fortnightly service from Bombay to Point de Galle, forming there a junction with the packet from Suez, and going on to Hong Kong and Shanghai.
4. There is a fortnightly service from Hong Kong to Yokohama.

Similar services are performed on the homeward voyages.

Your Lordships will, no doubt, approve of tenders being invited for the conveyance of these important mails, and, in framing the advertisements calling for tenders, I would propose to make no reference to the services between Southampton and Suez, and Point de Galle and Calcutta, which are comparatively of little advantage to the public.

This being so, tenders might be invited for services—

1. Weekly, between Brindisi and Alexandria, and between Suez and Bombay; or, weekly between Brindisi and Bombay, through the Suez Canal.
2. Fortnightly, between Suez and Shanghai, or, through the Suez Canal, between Brindisi and Shanghai.
3. Fortnightly, between Hong Kong and Yokohama.

I should propose that the packets should call at Aden on the voyage, in each direction, between Suez and Bombay, or between Brindisi and Bombay; and at Aden, Point de Galle, Penang, Singapore, and Hong Kong on the voyage, in each direction, between Suez and Shanghai, or between Brindisi and Shanghai. But, while specifying only the foregoing lines of communication, the advertisements might intimate that persons were at liberty to tender for other services, and it might, at the same time, be pointed out that tenders might be sent in for the whole, or for any particular part of the services enumerated.

The routes being settled, there would be a few material points, respecting which

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which it is important that I should know your Lordships' views before preparing forms of tender.

First. As to the rate of speed to be maintained.

The present rate is, approximately, $11\frac{1}{4}$ knots per hour between Brindisi and Alexandria, and $9\frac{3}{10}$ knots per hour eastward of Suez. Under this arrangement, and including the time occupied in crossing Egypt, the time occupied between Brindisi and Bombay is 422 hours, with an additional allowance of 96 hours during the monsoon months.

Representations have frequently been made that the service ought to be performed in less time, and, in a letter from the Chamber of Commerce of Madras, which has lately reached me, and of which I transmit, herewith, a copy, it is suggested that an average speed of 12 knots an hour should be maintained between Brindisi and Bombay. This would make the voyage 346 hours, or 76 hours less than the time at present allowed.

It is, of course, needless for me to remark that the higher the speed required, the larger will be the payment likely to be demanded for the service.

The cost will also necessarily be affected by the question whether penalties shall be inflicted for excess of time occupied, and whether those penalties, if levied, shall be absolute, or allowance shall be made for bad weather, &c. A decision on this point is, therefore, necessary, as also whether power shall be taken, as in the existing contract, to employ naval agents on board the packets eastward of Suez, and to substitute civil officers to sort mails for such naval agents. At present the contractors are also bound, if required, to provide a sorting-room on board the packets eastward of Suez, and such rooms are provided and used between Suez and Bombay, and between Singapore and Hong Kong. It will be necessary to determine whether these provisions shall be continued in any new contract.

I conclude that no survey of the packets by officers of the Admiralty is to be insisted upon, and that no Government passengers or Admiralty packages are to be required to be conveyed except at the ordinary rates paid by the public.

Your Lordships will no doubt communicate with the Secretary of State for India on this subject, and I would suggest that a conference should take place between representatives of the Treasury, the India Office, the Colonial Office, and the Post Office, for the purpose of discussing the details of the measure, before any decision is come to.

The Lords Commissioners of
Her Majesty's Treasury.

I have, &c.
(signed) *John Manners.*

Enclosure in No. 1.

The Chairman, Chamber of Commerce, Madras, to the Post Office.

The Chamber of Commerce, Madras,
22 December 1877:

Sir,

I HAVE the honour, by desire of this Chamber, to beg you to inform Her Majesty's Postmaster General that, in the opinion of this Chamber, the existing postal contract for the carriage of Indian mails from and to England being susceptible of amendment, should be terminated in accordance with the stipulation in the contract agreement.

2. Bearing in mind the services so long and so efficiently rendered by the Peninsular and Oriental Steam Navigation Company to India, this Chamber are prompted to make this suggestion by no prejudice against the present contractors. So far from this, this Chamber will be gratified to see that Company treated, when the new contract is under discussion, with the utmost consideration.

3. At the same time the Chamber cannot disguise from themselves that while the present contractors fulfil their obligations as a rule with laudable punctuality, the terms of the contract are not sufficiently favourable to India, since they require a rate of speed which as compared with the speed that obtains in other ocean mail services is far from satisfactory.

4. A suggestion has emanated from the Bombay Chamber of Commerce that the Brindisi and Bombay service should be a separate special mail service, and as such be thrown open to public competition. This suggestion is approved by the Chamber that I have

have the honour to represent. The Southampton mail route, except in the event of a war interrupting postal communications in Italy and France, is obsolete, and might probably be now safely dispensed with.

5. This Chamber are led to believe that in the recent additions to the Peninsular and Oriental fleet the chief aim has been to provide commodious cargo-boats, and consequently that the new vessels are not as well adapted for a quick postal service as are some of the older vessels of the company. It seems to this Chamber that Her Majesty's Government might require the use on the Brindisi to Bombay line of a type of vessel specially adapted for postal rather than for cargo purposes. The fall in the price of materials and in the rate of wages since the present contract was entered into by Her Majesty's Government, should enable the new contractors to place a fleet of suitable vessels on the line on advantageous terms to themselves, and the decline in the cost of fuel, the greater economy in the consumption of fuel by engines of recent construction, and other circumstances, should aid in enabling the contractors to conduct the service less expensively than has been possible hitherto.

6. This Chamber do not endorse the opinion of the Bombay Chamber that a speed of not less than 15 knots an hour should be required between Brindisi and Alexandria, and of 13 knots between Suez and Bombay, for it seems to them doubtful whether any company would care to bind themselves to these conditions unless they obtain a subsidy that would too severely tax the postal revenue of this country. But it seems to this Chamber reasonable to ask for an average speed of 12 knots an hour between Brindisi and Bombay.

7. It is unnecessary for me to refer at present to other subjects in connection with the contract, as this Chamber feel assured that the whole matter will have the advantage of the early and thorough consideration of Her Majesty's Government. But I may be permitted to express the hope of this Chamber that competition for the contract may not be checked by delay in the publication of advertisements for tenders. It is of much importance to commercial and other interests in this country that full advantage should be taken of the development of steam shipping since the Suez Canal was completed, but this cannot be done if sufficient time is not allowed for the construction and organisation of such a fleet of mail steamers as is required between Brindisi and Bombay. This Chamber would further suggest that advantage may result from the communication by Her Majesty's Postmaster General of an outline of the new contract for the consideration of Indian and English Chambers of Commerce before tenders are invited.

I have, &c.
(signed) *G. Jones,*
Chairman.

To the Secretary,
Her Majesty's Postmaster General, London.

— No. 2. —

(1802-78.)

The Treasury to the India Office.

Sir,

Treasury Chambers, 4 February 1878.

I AM directed by the Lords Commissioners of Her Majesty's Treasury to transmit to you the enclosed copy of a letter* from the Post Office, and of its enclosure; and I am to request that, in laying the same before the Secretary of State for India in Council, you will move his Lordship to favour my Lords with his observations on the Postmaster General's proposals for carrying on the India, China, and Japan Mail Service, when the contract with the Peninsular and Oriental Steam Navigation Company shall have terminated.

* No. 1.

Sir Louis Mallet, C.B.,
India Office.

I am, &c.
(signed) *William Law.*

— No. 3. —

The Post Office to the Treasury.

My Lords,

General Post Office, 28 March 1878.

WITH reference to my letter of the 28th January last, I have the honour to transmit to your Lordships a memorial which has been addressed to me by the inhabitants of Bombay, expressing their satisfaction that notice has been given to the Peninsular and Oriental Steam Navigation Company to terminate their

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contract for the conveyance of East India and China Mails, and stating the conditions which appear to them to be necessary for securing, in any new contract, an efficient mail service.

The Memorialists propose that the mail service between London and Bombay, *viâ* Brindisi, should be performed in 16 days, which, allowing for the time occupied in the land journey between London and Brindisi, and in the transit of the Isthmus of Suez, would necessitate a mean speed at sea of about 12 nautical miles an hour.

Your Lordships will no doubt give due consideration to the views of the inhabitants of Bombay, when settling the terms on which tenders for a new contract shall be invited.

The Lords Commissioners of
Her Majesty's Treasury.

I have, &c.
(signed) *John Manners.*

Enclosure in No. 3.

To the Right Honourable Lord *John Manners*, M.P., Her Majesty's
Postmaster General.

The Humble Memorial of the Inhabitants of Bombay, in Public Meeting assembled,

Respectfully sheweth,

THAT your memorialists, having learned with satisfaction that notice has been given to the Peninsular and Oriental Steam Navigation Company to terminate the postal contract for the conveyance of the East India, China, and Japan Mails, on the 1st day of February 1880, desire to submit for your Lordship's consideration the views of the inhabitants of Bombay as to the conditions necessary to secure for them in the contract soon to be made an efficient mail service.

That the interests of India require that the mail communication between Brindisi and Bombay shall be a special mail service conducted at a high rate of speed, and that no other service shall be connected, with it which can in any way interfere with its efficiency.

That such an express service, recommended by a Select Committee of the House of Commons so long ago as 1866, should no longer be delayed, as the increased facilities for communication have rendered a complicated Eastern Mail Service unnecessary, while they have made a special fast express service with India both practicable and reasonable.

That in order to secure the best service at the least cost every opportunity should be given for the freest competition; and that, to ensure this, tenders should be at once asked for the mail service between Brindisi and Bombay from February 1880, in order to afford ample time for the construction, if necessary, of a fleet of steamers specially adapted to rapid service in the East.

That the vast development of steam shipping since the opening of the Suez Canal, giving to each important port of the East one or more regular lines of steamers, and to all ports a large fleet of irregular steamers, has removed the necessity, on political grounds, of subsidising steam lines in the Eastern seas.

That for the same reason the necessity has ceased for subsidising the mail routes popularly known as the Southampton lines; that the so-called "heavy mails" can be sent at a much reduced expense either with the fast mails, *viâ* Brindisi, or by arrangement with one or more of the regular lines of steamers now trading between Great Britain and the East.

That in case it is found necessary or desirable to furnish special mail services to China, Japan, Ceylon, or Australia; by any route or routes other than *viâ* Bombay, such mail contracts should be made separately, and that the Indian service should not be interfered with, or its expense increased thereby.

That the mail service between London and Bombay, *viâ* Brindisi, should be performed in 16 days, the mail leaving London on Friday evening to arrive in Bombay on Sunday evening; the mail to leave Bombay on Friday evening instead of as now on Monday evening, and to arrive in London on Sunday evening in time to deliver the mails throughout Great Britain on Monday morning.

That during three months of the south-west monsoon, one day additional time be allowed for the passage from Bombay to Aden, the mail to leave on Thursday instead of Friday.

That the course hitherto pursued of contracting for the Indian Mail Service for a long term of years without any reference to the wishes of the people of India or the opinion of its Government has resulted in unsatisfactory and burdensome contracts; that the large amount which India contributes towards the expense of the mail service gives her

her a right to a voice in the settlement of that service by which its communications with Europe are maintained; that the interests of this Empire, therefore, demand that any Indian Mail Contract shall, before final settlement, receive the approval of the Indian Government.

Your memorialists therefore respectfully entreat your Lordship to adopt these suggestions in arranging the conditions of the new mail service for India.

And your memorialists, as in duty bound, will ever pray.

Bombay, 1 March 1878.

(signed) *W. Lang*, Chairman.

(And 14 pages of other signatures).

— No. 4. —

(5441-78.)

The Treasury to the Post Office.

My Lord,

Treasury Chambers, 1 April 1878.

I AM directed by the Lords Commissioners of Her Majesty's Treasury to acknowledge the receipt of your Lordship's letter of the 28th ultimo, and enclosed Memorial by the inhabitants of Bombay, expressing their satisfaction that notice has been given to the Peninsular and Oriental Steam Navigation Company to terminate their contract for the conveyance of the India and China Mails, and stating the conditions which appear to them to be necessary for securing, in any new contract, an efficient mail service.

I am, &c.

(signed) *Charles W. Stronge*.

The Postmaster General.

— No. 5. —

The Post Office to the Treasury.

My Lords,

General Post Office, 5 April 1878.

WITH reference to my letter of the 28th ultimo, transmitting a memorial from inhabitants of Bombay, on the subject of the Postal Service between England and India, I have the honour to place before your Lordships a printed report of the proceedings of the public meeting at which the Memorial was adopted.

This report has been forwarded to me by the Chamber of Commerce of Bombay, and it will doubtless interest your Lordships to read the remarks of the several gentlemen who took part in the discussion.

Looking at the importance attached by the memorialists to an immediate issue of notices calling for tenders, in order that ample time may be afforded for the construction of ships suitable for the express mail service recommended, I trust that your Lordships will be able to come to an early decision with respect to the papers now before you.

I have, &c.

(signed) *John Manners*.

The Lords Commissioners of
Her Majesty's Treasury.

Enclosure in No. 5.

PROCEEDINGS of the Public Meeting of the Inhabitants of *Bombay* to consider the terms regarding the Postal Service between *England* and *India*, convened by the Sheriff, and held in the Town Hall of *Bombay*, on Friday the 1st March 1878, at 4.30 p. m.

A PUBLIC MEETING was held in the Town-hall, on the 1st March 1878, for the purpose of adopting a memorial to Her Majesty's Postmaster General, setting forth the views of the inhabitants of Bombay as to the conditions necessary to secure for them in the contract soon to be made an efficient mail service, and praying that his Lordship will adopt the suggestions contained in the memorial. There was a large and influential attendance of

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Europeans and Natives. Among those present were: the Hon. W. Lang, Messrs. Donald Graham, C. Macdonald, Mowat, Kittredge, Bythell, Balfour, Morrison, Whitehead, Jones, A. Jackson, Stacey, Meili, Sands, Baker, Sedgwick, Kapp, Forrest, Maclean, Winter, J. Gordon, Geary, Moore, Sir Jamsetjee Jejeebhoy, Messrs. Nanabhoy Byramjee Jejeebhoy, Rugoonath Narayan Khote, Pherozesha M. Mehta, Shantaram Narayan, Vurjeeewandas Madhowdas, Douglas, Lord, Cheetham, Jefferson, C. W. L. Jackson, Brandenburg, Blaney, Mathew, Randle, Hay, Thorburn, Russell, Latimer, Kemp, F. L. Latham, Cursetjee Furdoonjee Parukh, Cowasjee Cursetjee Jamsetjee, K. R. Kama, Tapidass Vurjdas, Bhugwandas Purshotumdas, Lukhmidas Khimjee, Byramjee Nusserwanjee Servai, Goculdas Jugmohundas, Jamsetjee Cursetjee Jamsetjee, Vinayek Ramchunder Luxumonjee, Pestonjee N. Wadia, Kaikhosroo N. Kabrajee, Chabildas Lulloobhoy, Dinna-nath R. Khote, Vichboocundas Atmaram, and numerous others.

On the motion of Mr. Vurjeeewandas Madhowdas, seconded by Mr. Sorabjee Framjee, the Hon. W. Lang, chairman of the Chamber of Commerce, was voted to the chair.

The *Chairman* said:—Gentlemen, you are all aware of the object for which we have met here to-day, and I am glad to see assembled so numerous a body of the citizens of this town, representing, I believe, all classes of the community. As the gentlemen who have undertaken to propose and support the memorial which is before you, and which will presently be submitted for your adoption, will no doubt enter fully into the details of the subject, I think it is unnecessary for me to occupy the time of the meeting in any similar manner. I would remind you that we last met together in this hall for a similar object in 1874. On that occasion we felt called upon to protest against an arrangement which had been concluded between the Postmaster General and the P. and O. Company, by which, in exchange for the valuable concession sought by the company of running their steamers through the Suez Canal, the contract time for the conveyance of the Indian mails had only been reduced 24 hours, when much more favourable terms might and ought to have been secured for India. That arrangement was a most discreditable one to the Home Government, and it is necessary to appreciate that it was so, or it might be thought by some that in asking that the speed in the new contract to commence from 1880 be increased in the extent which is mentioned in the memorial, we are demanding too great an increase over the present contract rates; but I think that if we in 1874 had a right to expect, and did ask for, the conveyance of the mails between Bombay and Brindisi in 16 days, we are in no way over-estimating the subsequent improvement in steamers and machinery in asking that from 1880 the mails should be conveyed from Bombay to London in 16 days. When the contract last came on for modification the negotiations between the Home Government and Company had been conducted so much in advance of the possibility of expression of public opinion on this side, that the earliest and fullest discussion of the question in the present position of the matter is most desirable, in order that the authorities may be fully aware that the subject is one in which the inhabitants of this town take a great interest, and that they may feel that public opinion on the subject has been thoroughly aroused, and may know what we consider we have a right to demand, and our reason for asking it. You will have observed that the matter was taken in hand some time ago by the Chamber of Commerce, and that official intimation has been received that notice has been given by the Postmaster General to the P. and O. Company of the termination of the present contract in 1880. From more recent communication which the Chamber of Commerce has had with the postal authorities here, we have every reason to think that the whole subject is engaging the attention of the chief postal authorities in Calcutta, especially the question of the necessity of continuing or not the Southampton line, the Chamber of Commerce having been especially asked for their opinion on that point. The Chamber of Commerce also sought the co-operation of the Chambers of Calcutta and Madras in any representation which it might be considered desirable to make; but to judge from the report of the proceedings at the meeting at Calcutta, they seem on that side to have a fainter appreciation of the benefits to be derived from an accelerated mail service than we have. They advocate also the maintenance of a direct line to some port in England; but as the number of fast regular steamers leaving direct from the principal ports in India for England are rarely increasing, I cannot see on what grounds the maintenance of a specially subsidised line to England can be upheld. I am sure, gentlemen, that we meet here in no spirit of opposition to the P. and O. Company. We are, I am sure, all proud of that company and of its magnificent fleet of steamers. If they have not been kept up to the requirements of the age as regards speed that is no doubt in a great degree owing to the very lenient contract they have hitherto enjoyed, for we know that, though most of their steamers are not up to the standard of speed which should be expected in these times, the mails are almost invariably delivered a day or two earlier than contract time. Gentlemen, although the importance of rapid communication between countries carrying on a trade of such magnitude as that between India and England cannot be over-estimated, the subject is not one which alone affects mercantile interests, to civilian, military, and professional men, it cannot but be a subject of interest and importance, as indeed to all European residents in India; it will greatly mitigate the evils which are inseparable from an Indian career. To any of us who have travelled home with those who have been prostrated by any of the disease of the country to which we are liable, it must have very forcibly occurred, that a day or two less in Indian waters often means life or death. Being brought nearer to the West must in every way be productive of great good to all; for the good of India, for the good of its inhabitants, for the good of its commerce. Therefore, we cannot urge our views upon
Government

Government too strongly, and I trust we shall succeed in obtaining a recognition of the claims of India to a mail service in accordance with the requirements of the age in which we live. With these remarks, gentlemen, I now call upon Mr. Kittredge to propose the adoption of the Memorial which is in your hands.

The following Memorial, which had been published in the newspapers and distributed among those present, was taken as read :—

To the Right Honourable Lord *John Manners*, M.P., Her Majesty's
Postmaster General.

The Humble Memorial of the inhabitants of Bombay
in public meeting assembled

Respectfully sheweth,—

That your memorialists, having learned with satisfaction that notice has been given to the Peninsular and Oriental Steam Navigation Company to terminate the postal contract for the conveyance of the East India, China, and Japan Mails, on the 1st day of February 1880, desire to submit for your Lordship's consideration the views of the inhabitants of Bombay as to the conditions necessary to secure for them in the contract soon to be made an efficient mail service.

That the interests of India require that the mail communication between Brindisi and Bombay shall be a special mail service conducted at a high rate of speed, and that no other service shall be connected with it which can in any way interfere with its efficiency.

That such an express service, recommended by a Select Committee of the House of Commons so long ago as 1866, should no longer be delayed, as the increased facilities for communication have rendered a complicated Eastern Mail Service unnecessary, while they have made a special fast express service with India both practicable and reasonable.

That in order to secure the best service at the least cost, every opportunity should be given for the freest competition; and that, to ensure this, tenders should be at once asked for the mail service between Brindisi and Bombay from February 1880, in order to afford ample time for the construction, if necessary, of a fleet of steamers specially adapted to rapid service in the East.

That the vast development of steam shipping since the opening of the Suez Canal, giving to each important port of the East one or more regular lines of steamers, and to all ports a large fleet of irregular steamers, has removed the necessity, on political grounds, of subsidising steam lines in the Eastern Seas.

That for the same reason the necessity has ceased for subsidising the mail routes popularly known as the Southampton Lines; that the so-called "heavy mails" can be sent at a much reduced expense, either with the fast mails, *viâ* Brindisi, or by arrangement with one or more of the regular lines of steamers now trading between Great Britain and the East.

That in case it is found necessary or desirable to furnish special mail services to China, Japan, Ceylon, or Australia, by any route or routes other than *viâ* Bombay, such mail contracts should be made separately, and that the Indian service should not be interfered with or its expense increased thereby.

That the mail service between London and Bombay, *viâ* Brindisi, should be performed in 16 days, the mail leaving London on Friday evening to arrive in Bombay on Sunday evening; the mail to leave Bombay on Friday evening, instead of as now on Monday evening, and to arrive in London on Sunday evening in time to deliver the mails throughout Great Britain on Monday morning.

That during three months of the south-west monsoon, one day additional time be allowed for the passage from Bombay to Aden, the mail to leave on Thursday instead of Friday.

That the course hitherto pursued of contracting for the Indian Mail Service for a long term of years without any reference to the wishes of the people of India or the opinion of its Government, has resulted in unsatisfactory and burdensome contracts; that the large amount which India contributes toward the expense of the mail service gives her a right to a voice in the settlement of that service by which its communications with Europe are maintained; that the interests of this Empire, therefore, demand that any Indian mail contract shall, before final settlement, receive the approval of the Indian Government.

Your memorialists, therefore, respectfully entreat your Lordship to adopt these suggestions in arranging the conditions of the new mail service for India,

And your memorialists, as in duty bound, will ever pray.

Mr. Kittredge said,—Mr. Chairman and gentlemen, I rise to propose the adoption of the Memorial which has been given into your hands, and in doing so, I would remind you that the subject mentioned in the Memorial is one of a purely business-like nature, and my remarks, therefore, will be of a purely business-like character. I do not intend to-day to take up your time by comparing the speed with which our mails are carried now with the speed at which mails are carried in other parts of the world between other countries; but I do wish to call your attention to what has been offered to be done and what has been done by the present contractors many years ago, and to compare that with what is being done now. I find, on looking back over old records, that so long ago as 1848, 30 years ago, the P. and O.

Company offered to carry the mails between Singapore and Sydney, across a very uncertain sea, in little steamers of 300 tons, and burning 24 tons of coal a day, at a speed of nine knots. Now, gentlemen, 30 years later, when 24 tons of coal a day will easily give a steamer of 3,000 tons a speed of 10 knots, at what contract-speed are our mails being carried? A bare $9\frac{1}{2}$ knots. With all the improvements that have been made in steam machinery, and with all the saving in expense consequent upon the opening of the Suez Canal, we have given us but half a knot in advance of the speed we had 30 years ago. But in 1853 and 1854, the contract speed was 10 knots, and it so continued up to the present contract, so far as my information goes. Meanwhile, before the present contract was entered upon, there were representations made by the Bombay Government and by the Government of India that the speed was too low and should be increased. A Select Committee was appointed by the House of Commons on the question of the East India and China mails, who, after taking a great deal of evidence, reported, in 1866, as follows:—"That the time table (this refers to the new contract) should be based on a prescribed speed of not less than 11 nautical miles per hour between Marseilles and Alexandria and 10 miles per hour between Suez and Bombay, but that the tenderers be requested to state also terms in each case for higher rates of speed of not less than one additional half-mile per hour." They were not satisfied with even 10 knots then, and considered that they should ask for a higher rate. This representation, however, was entirely disregarded by the postal authorities at home, and they cut down the speed to $9\frac{1}{2}$ knots, and barely that, for the contract time between Bombay and Brindisi is 422 hours, and after allowing for 16 hours' stoppage in Egypt and six hours at Aden, you have barely $9\frac{1}{2}$ miles an hour. But you may say, What is the contract rate? Don't we pay less? No, gentlemen, we pay 50 per cent. more now than we did formerly for a higher rate of speed. The contract price previous to 1867 was 4 s. 6 d. per mile; and notwithstanding that now 20 tons of coal will do the same amount of work that 60 tons would 25 years ago, when the rate of speed was 10 knots, and notwithstanding that expenses have been decreased by the opening of the Suez Canal, and that steamers now go full of cargo where before they carried only specie and passengers, notwithstanding all these advantages, and although the rate of speed is decreased by half a mile an hour, we have paid from 1867, or rather from the beginning of 1868, when the present contract came into force, 6 s. 7 d. per mile as compared with the previous rate of 4 s. 6 d. per mile. Is it unreasonable, gentlemen, that we ask to be heard before another contract is entered into? Now, gentlemen, one point in the Memorial which has been placed in your hands is that we require to have a special postal service between England, ~~via~~ Brindisi and Bombay, and that no other service should interfere with it in any way. We believe that commerce will take care of itself, and even if not, that it is not right to tax postal communication for the benefit of commerce; further, we contend that it is not necessary now to subsidise steam lines on political grounds: that if the time ever was when it was necessary that the postal service of the country should be taxed in order to keep up a steam line for use in times of political complications, that time has now passed. What, gentlemen, has given the British nation the advantage of the splendid Atlantic fleets? What, since the Suez Canal was opened, has given to China its regular lines of steamers, of which one, the "Glen Line," makes its passages in an average of 45 days, and some passages as quick as 39 days, as compared to the P. and O.'s contract speed of 49 days? What has given Calcutta its regular lines, of which the "City Line" gives an average of 33 days, with an occasional passage of 30 days, against the P. and O.'s contract speed of 38 days? What has given Bombay its two regular lines soon to be supplemented by large powerful steamers? What has given the whole East the large fleets of independent steamers now found in every port and on every sea? Is it Government subsidies that has done all this? No, gentlemen, it is owing simply to trade and competition. And the experience of the East has confirmed that of the West, that if you want a fleet of steamers which will be a source of wealth in time of peace and a source of power in time of war, you will obtain it, not by Government subsidy, but by the stimulus of rivalry; and if you want speed, you must apply the spur of competition. The British Mercantile Marine got rid of its Government leading strings as long ago as 1849, when the British navigation laws were repealed, and the ships and companies which have gained the greatest success, those which have flourished the most, are those which have not depended at all upon a Government subsidy, but those which have trusted entirely to their own pluck and enterprise. (Applause.) But, gentlemen, the Abyssinian war tested the question as to whether Government trusts in time of war to subsidised companies or to the independent marine. At that time the Suez Canal was not open, there was here only one subsidised line, and that of small steamers, beside the P. and O. Company, and all circumstances were such as to make Government, if ever, look to the P. and O. Company for assistance. And yet of 200 ships and steamers chartered by Government for the Abyssinian expedition, how many did the P. and O. Company furnish? Six only! If, gentlemen, they proved of so little use then, is it necessary now to subsidise lines for political purposes? Connected with this question of giving up all idea of subsidising steamers on political grounds is the question of the Southampton route. What does this cost? The whole contract money paid to the P. and O. Company is 430,000 l. per annum, for which they run 1,300,000 miles a year. That payment was based on an actual expenditure, according to the P. and O. books and statements, of 40 s. per mile as the cost of running their steamers. Now, gentlemen, taking the cost of 40 s. per mile as a basis, and for coal 15 s. a ton in England, 30 s. a ton in the Mediterranean, and 40 s. a ton in the Eastern seas, which I believe will be admitted to be a fair rate, certainly comparatively fair, we find that the Southampton line of steamers cost
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this country's postal service 105,000 *l.* a year. What does it do for this large sum of money? It brings from England about 4,000 lbs., and it carries home from here about 400 lbs. of mail matter per week. Now, gentlemen, for what sum could all that be carried by the Brindisi mails, and brought out and taken home a week earlier? Why, for a sum of 300 *l.* a year. We are actually paying, and for it have been taxed 10 years in our postal rate, and will be taxed two years more, 105,000 *l.* a year for doing what could be done by the Brindisi route for 300 *l.* a year. I base these calculations (which I believe are correct) as to what it will cost by way of Brindisi instead of *via* Southampton, on the best railway authority to be found in Bombay; from whom I learn that for the carriage by railway across the Continent, for this small weight of mail matter in addition to that now carried, a halfpenny a mile will be a remunerative rate, and on this basis the cost will come to 300 *l.* a year. But if you double that, or treble it, or quadruple it, or even if you multiply it by 10, you will get only 3,000 *l.*, against 105,000 *l.** In case the information furnished me is incorrect, then there is the alternative of sending the cheaper letters by any steamer sailing between England and India, which the law provides for on the payment to the ship of one anna per letter. The Bengal Chamber of Commerce recommended that this line should be continued; but they have given no reason for it. On looking into the account of the proceedings contained in the Calcutta papers, I find it was suggested, apparently at the last moment, by a member who spoke at the close of the meeting, that in time of war it might be necessary. But surely it is not desirable to pay 105,000 *l.* a year, or even a smaller sum, in anticipation of a war that may never come. If the Brindisi mail, or any Continental mail should be stopped by a war, it will be time enough to see about sending our mails round by Gibraltar; but it is not necessary that the postal rate be taxed in fear or anticipation of a war. But the Bengal Chamber go further than this, and ask that the Southampton mail should be kept up, but that the Brindisi mail should not wait for it, the former, if late, being sent on from Suez by a special steamer. Imagine a special steamer chartered to carry less than two tons of mail matter! Surely the proposition could not have been passed if it had received much consideration. I think I have made it clear to you that the Southampton line is not needed for postal purposes; if then it is to be kept up for political purposes who should pay for it! Is it right to tax the foreign correspondence of this country on this account? Many civilised countries spend something from the general revenues of the country to reduce the cost of postage, but I never heard of any which taxed correspondence for the general benefit of the country. Now, I want to say one word regarding the contract time we have asked for in this Memorial; which would require the mail leaving London on Friday evening to arrive in Alexandria on Wednesday evening, and leaving Suez on Thursday morning to maintain an average speed of 300 miles per day, to arrive in Bombay on Sunday evening; and I say but a word, as my views are already known to you, having been stated in a letter which I sent to the daily press. The time stated in that letter was not merely an expression of my own ideas; it was arrived at in consultation with the very best authorities, those who have been for many years navigators in the Eastern and Western seas. It has been suggested in a letter to one of the daily papers within a few days that we are asking for too much, and in support of this view attention was called to the boisterous weather on the Atlantic and in the Irish Channel; also to one or two cases of very exceptional detention between Brindisi and Bombay. All this was very well known to us; but we say that it is no reason why we should not have a fast mail service in waters which are, with very rare exceptions, very favourable for steaming. It is true, as I have found from my own experience, that you can hardly ever make a passage across the Atlantic without having the speed of the steamer brought down to about one-half its usual rate for one or more days; but it is not so in the Eastern seas. Out of 15 voyages I have made across the Atlantic, in only one was the steamer able to make the voyage without one day at least being brought down to five or six miles an hour; and out of 17 voyages I have made between here and the Continent, in only one was the vessel brought down by bad weather to a low rate of speed, and that was on the voyage of the "*Carnatic*," mention of which was made in the papers the other day; and then, though we were delayed in consequence of that accident for a few hours, we had such fortunate weather all the rest of the passage that it would have been a very simple thing for a full-powered steamer to make up all the time we lost. I do contend, therefore, that, though on the Atlantic speed is not a matter of expense alone, although it is impossible there to be sure of the weather you may meet in the Eastern seas, it is simply a question of boiler space and coal; for it is very exceptional indeed, except in the south-west monsoon, when any sea is encountered which would prevent a good-sized steamer using her full power. But, gentlemen, what is the penalty for delay? We acknowledge that even between Brindisi and Bombay there may at times be accidents or weather to detain a steamer; but are we to have two mails in each week detained on that account? What would be the result of any detention? It would simply be the payment of a penalty. Under the present P. and O. contract, the penalty would be 100 *l.* We propose to pay well for the speed we ask for, and the contractors must take the risk for the one or two occasions when they may be detained; we would recommend paying a price by which we can insist on a rapid speed, and enforce a penalty in any and every case where,

* It is possible that the Continental postal rate may be levied by a rate per cover, but even in such case the sum paid would be but a moiety of 105,000 *l.*, the amount of the Southampton line subsidy.

where, from any cause whatever, that speed is not attained. I come now to the consideration of what we are paying for our present unsatisfactory service and what we shall need to pay for an express service for the Indian mails; and here I may remind you that one of the recommendations of the special Committee of the House of Commons in 1866 was, that the Indian mails should be carried by a rapid express service unconnected with any other line. I have already stated that the payment made under the P. and O. contract is 430,000 *l.* per annum, and I have informed you on what basis I have calculated the cost of the different lines. That contract includes not only the carriage of the mails between Brindisi and Bombay, but between Southampton and Alexandria, Suez and Calcutta, Bombay and Shanghai, Shanghai and Japan, and Galle and Australia. We throw out the Australian mails; the Colonists are quite able to take care of themselves, and the quickest route to Australia is now acknowledged to be *viâ* the Cape, though returning, a quicker voyage can be made by the Red Sea; there is nothing, however, to prevent the Australian mails being carried with the Indian to and from Aden should that be thought desirable. We think the service between Shanghai and Japan need not be maintained, because the mails are carried in 10 days quicker time *viâ* San Francisco than they can possibly be by this route. We have then to consider our own and the China mails. As regards the latter, the Committee of the House of Commons, in 1866, made this recommendation: "That in the opinion of your Committee, the arrangement under which India now defrays a moiety of the net cost of the China service, after deducting the postal receipts, will not under the proposed arrangement be equitable as regards that Government, and should be modified." I have not been able to learn that any notice whatever has been taken of that recommendation, but the China service has, I believe, been kept up at the cost of our postal service, at an expense of 167,000 *l.* per annum. After considering the rate which we should pay for the mail between Brindisi and Bombay, I shall suggest a route for your consideration, which I think you will approve of as more economical than the present one for the China mails. The expense of the route now between Brindisi and Alexandria is 28,000 *l.*, and between Suez and Bombay 102,000 *l.*, making a total of 130,000 *l.* That is based on an estimated expenditure of 40 tons of coal a day to attain a speed of 11 to 12 knots. Now, we allow 20 tons more per day to attain the speed which we require in order to reach Alexandria by Wednesday evening, and we consider that on this side 15 tons per day extra should be allowed in order to attain a speed of 12½ knots; the total extra cost of coal necessary to attain the rate of speed laid down in the Memorial will be, we believe, 35,000 *l.* a year, which, added to 130,000 *l.*, will give 165,000 *l.* That sum, based on the present contract rate, would be required to give us a service which would carry our mails through in 16 days. But it is not fair to base the calculation upon the rate we are now paying, as that rate is 50 per cent. more than we were paying 10 years ago, when everything was more disadvantageous to steamers; I think it quite safe to reduce that rate, and base our calculations on the former contract rate of 4 *s.* 6 *d.* per mile. In confirmation of this, I may recall to you a speech of Mr. William Rathbone, one of the best authorities in the House of Commons on this subject, in which he said that the postal rate paid to the P. and O. Company would quite pay the whole expenses of any well-managed and well-regulated company. Basing the calculation on a rate of 4 *s.* 6 *d.* per mile, the expense would be 90,000 *l.* for the express line between Brindisi and Bombay, *plus* 35,000 *l.* for extra coal, or a total of 125,000 *l.* Then, gentlemen, what do we get from postage? This, I am sorry to say, I am only able to estimate, and on very insufficient data; it is impossible for me to obtain information here; but I find that whereas the postages in 1867 gave only 175,000 *l.*, in 1874 they reduced the cost of the subsidy over receipts to only 130,000 *l.* out of 430,000 *l.*, so that within the intervening time the revenue from the postal service had apparently increased from 175,000 *l.* to 300,000 *l.* Now, allowing 50,000 *l.* of that for the China mail, we have 250,000 *l.* as the revenue from the Indian Postal Service; and I have shown you, or tried to show you, that the service should be carried out at an expenditure of 125,000 *l.* But you may say that there is comparatively little freight on the Brindisi-Bombay line, and therefore the rate must be comparatively high for an express service on this route. If you look, however, to the shipments of cotton for 1875 and 1877, you will find that, while shipments to Liverpool fell off from 811,000 bales in 1875 to 388,000 in 1877, the shipments to the Continent advanced from 429,000 in 1875 to 451,000 in 1877, and this in spite of the loss last year from drought of the Dharwar crop, nearly the whole of which goes to the Continent. There need never be any fear about getting freight at Bombay for the Continent. Furthermore, rapid transit will no doubt largely increase the number of passengers. It follows, therefore, that, according to these figures, we can have a special fast mail service between Brindisi and Bombay for 125,000 *l.*, and our postal rate can be reduced by one-half. But in case we take in China, what will the expense be then? The voyage from Aden to Galle is two days and two hours longer than the voyage from Aden to Bombay, and the railway journey from Bombay to Calcutta is only 2 days and 10 hours. Therefore, the mail, if brought by sea to Bombay, can be laid down in Calcutta within eight hours of the time it can be laid down in Galle; and if, as is anticipated, the Bengal Chamber of Commerce succeeded in getting a quicker train through to carry the mails it can probably be laid down in Calcutta in about the same time as at Galle. Then, a steamer line between Calcutta and China can be carried on at a tithe of the expense that is required between China and Galle, because at the latter port steamers cannot get freight, and coal is dear; and between China and Calcutta there is the advantage of a large and valuable trade which will give the means of a postal service for a comparatively small subsidy. There is also the advantage of getting at Calcutta

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very cheap coal. I calculate that whereas the China mail now costs us 167,000 £, including, as it does, the lines between Suez and Calcutta, and between Bombay and Shanghai, it could be carried at the same rate per mile, *viâ* Bombay and Calcutta, for 73,000 £, at the same time giving China the full advantage of our proposed express service to Bombay; allowing for the reduced price of coal at Calcutta it could be done for 63,000 £, and reducing the rate per mile from 6 s. 7 d. to 4 s. 6 d., for 40,000 £, in round numbers. The Ceylon mail can be carried at a trifling expense *viâ* Madras and Tuticorin. Add, therefore, the 40,000 £ to the 125,000 £ for the line between Brindisi and Bombay, and we have the through service for 165,000 £ a year, and excepting Japan, we shall have for that sum everything, so far as postal services are concerned, which we get now for 430,000 £. Of course this proposed plan will leave Ceylon unconnected directly with England by any subsidised line, but it can have a better postal connection with India than it now enjoys, and its commerce can safely be left to the independent lines of steamers which will be continually calling at its ports. If, then, postal communication at an accelerated speed can be obtained for both India and China for a little over one-third of what is now paid, are we not right in asking that the change be made as soon as the present contract comes to an end? Then, gentlemen, another point which we have laid stress upon in the Memorial, and which I think you will all agree with, is that in order to get the best service at the lowest rate, we must have the coming contract open to free competition. This is what we have never had before. I find from the old documents of the postal service, with regard to the early contracts of the Peninsular and Oriental Company, the following:—"The Admiralty advertised in April 1848 for tenders to be sent on the 19th of May, to undertake the service in September with vessels of 400 horse-power, when there were but five vessels of 400 horse-power in existence. Urgent application to postpone the decision a month was refused, and on the 19th May the contracts were obtained for the Peninsular and Oriental Company on their own terms." How was it again in 1867, when the present contract was made? The advertisement was given out in March for tenders to be sent in September 1867, and parties were to be ready on the 1st February 1868, to undertake a complicated mail service throughout the East. After the receipt of the tenders in September, it would have been necessary that they should be passed by the postal authorities, and then by the Treasury Department, and afterwards by the House of Commons. After waiting for all this, could any company be expected to put on a line of steamers throughout the East, and have them ready for work by February 1868? The truth is, we have never had any competition whatever in previous contracts; it has been a matter of bargain between the Peninsular and Oriental Company and the Post Office authorities, and the Peninsular and Oriental Company have been too much altogether for the Post Office. The directors of the Company have only done their duty, as they were bound to do, in getting the best contracts possible for their shareholders; but they have made contracts which are most damaging to us, and which the postal authorities should hardly have entered into. Now, gentlemen, we wish this time to have fair play, and while we give due credit to the Peninsular and Oriental Company for what they have done, it is necessary, if we would get the best contract at the lowest rate, that we maintain a position of neutrality. We cannot favour the Peninsular and Oriental Company as it has been favoured before without paying for it very dearly. They have certainly done their work well; but they have been paid well. They have received from Government, or will have received before 1880, a sum considerably exceeding 12 millions sterling. The subsidy paid them was so large that up to 1867 they paid never less than 7 per cent. dividend, and for more than six years they paid nearly 11 per cent., and since 1867 they have had their subsidy increased by 50 per cent. We must insist on the postal authorities entering into negotiations for this new contract without any preference for the Peninsular and Oriental Company. I find they still insist that they must have a preference. The Chairman at the last meeting said, "We have, however, some claims. We claim during a period of 38 years to have performed the duties to the satisfaction of the Post Office, as well as Parliament." And he added further: "In this new contract we shall have the Post Office with us." I think, therefore, that we should adopt with unanimity that clause of the Memorial which asks of Government that in this coming contract there should be no favouritism shown. It is not necessary, and it is not fair. It is not necessary, because if the Peninsular and Oriental Company, after 40 years of Government assistance, cannot compete on equal terms with other companies, it is a sad comment on the effect of Government subsidies; if they can so compete they need no preference shown them. It is, moreover, not fair, as the favoured company is enabled by means of the Government assistance to compete with independent companies on unequal terms for freight. Now, gentleman, I have but one more word to say to you, and that is with regard to the benefits of increased speed in the postal service. I know that a great many say it will make no difference whatever whether our mails come in 20 days, in 18 days, or in 16 days; but I do not agree with that. In asking for increased speed, we are not contending for an idea merely, but for that which will tend to the advancement of the country's practical interests; increased speed means increased activity, increased energy, increased enterprise, increased intelligence; the increased speed of a steamer means that the steamer will make more money, that the passengers will do more, that the cargo will earn more; it means that all the money expended and all the labour devoted to commerce will bring in quicker returns. Just as certain as increased circulation of the blood in the human body gives increased life, and health, and vigour, so does increased speed in postal and commercial communication add to the energy, enterprise, and vigour of the world. (Loud applause.)

Sir *Jamsetjee Jeejeebhoy* remarked that after what had been said by the previous speaker, and knowing that there were other gentlemen to follow him in support of the motion which had been so ably proposed, he should not detain the meeting with any lengthened remarks in seconding the proposition, because there were others present who were more intimately acquainted with the subject than he was. In 1874 a large and influential meeting was held in that place to protest against the revision of the Indian mail contract which was then under consideration by the Home Government, because that contract did not stipulate for the regular conveyance of the mails between Brindisi and Bombay in 16 days. The result of the efforts made on that occasion by the public of Bombay to get more expeditious delivery of their letters fell short of their demands, and the only concession made was a difference of 24 hours in the delivery of the Brindisi mail, that was, the contract time was altered from 21 days to 20 days. It now seemed to be universally admitted that even this modified rate of travelling was much in excess of what was necessary, for the mails more frequently than otherwise arrived much below the contract time. As the contract would terminate in two years, it was not too much to expect, considering the improvements which had been made in recent years in machinery, and the large fleet of fine steamers which had commenced running between England and this country since the Suez Canal was opened, that by throwing this contract open to competition, they should, without difficulty, get an express mail service between England and this country, which, by increased speed and shorter detentions on the way, would not occupy more than 16 days for the conveyance of the mails. (Applause.) With these remarks he had great pleasure in seconding the resolution which had been put to the meeting. (Applause.)

Mr. *Donald Graham*:—I would like, Mr. Chairman, to say a few words on this question, but only on one point, viz., that of the proposed rate of speed. The other points in the Memorial have been fully and clearly discussed by Mr. Kittredge, besides, they are substantially the same as those urged by the Bombay Chamber of Commerce in their letter, which, I think, originated this discussion. As far as I have noticed the criticism they have received there seems to be no very material difference of opinion regarding them. As regards, then, the speed. The Chamber recommended a rate of 13 knots on this side of Suez and 15 knots on the other side. This is somewhat modified in the present Memorial, but not, as I understand, from any disbelief in the practicability of the rates named, but rather because of the more suitable time for arrival and departure. The Memorial proposes to allow 16 days between Bombay and London, leaving each place on Friday evening. Taking the homeward journey, 10 days would be allowed between Bombay and Suez, which, allowing six hours for delay at Aden, and adding three hours for difference in longitude, gives 237 hours, necessitating a speed of 12·54 knots, the distance being 2,972. The mail would thus arrive at Suez on the second following Monday night, and allowing for necessary delays, would be able to leave Alexandria by mid-day on the Tuesday. As the London train would have to leave Brindisi on Friday morning, this would allow, at least, 65 hours for crossing the Mediterranean, after allowing for delays at each end. The distance being 820 miles, the rate of speed required would be 13. Thus we have rather more than 12½ knots on this side and 13 knots on the other side. Now, I know we shall be told that this rate of speed is impossible, and that we are unreasonable in asking for it. Opinions to this effect have been expressed several times of late, but the only practical attempt at evidence on the subject has been that which I have seen contained in a letter in the "Bombay Gazette" of Wednesday. It was there stated that the only Atlantic line which had kept up an average of 12 knots was the White Star Line. That was only for one year, and that if the next few months had been added, the writer has reason to believe that the average would have been very much less. Now, that is a statement which I find altogether contradicted by a report in the White Star Line, published at page 316 of the Nautical Magazine for 1876. The particulars of the voyages of all the steamers are there given, and not for one year, but for five years. I find the average of the whole for 148 voyages towards New York was 12·61 knots, and for 145 voyages towards Queenstown 13·53 knots, giving an average for the whole of rather over 13 knots. Taking the newest steamer belonging to the line, the "Germanic," I find that her average for seven voyages towards New York was 12·88 knots, and for six voyages towards Queenstown 14·07, making an average of as nearly as possible 13½ knots. Then, as regards the statement that the White Star Line was the only one that kept up 12 knots, I find that that is also a mistake, for at page 756 of the same publication for 1875, particulars are given of the Inman Line, or at least of five of the fleet, no doubt the best five. The average of these towards New York has been 12·93, and towards Queenstown 13·90, making an average of 13·41. I think, Sir, that it will be evident that the speed we ask for is by no means impossible. If 13 or 13½ can be kept up on a long voyage across the Atlantic, how much more easily should it be possible in a short voyage across the Mediterranean? Now, as to the voyage on this side of Suez, I won't presume to express an opinion upon the difficulties attending the condensing of steam in a hot climate. No doubt they exist in some degree, but authorities differ, and I have heard it said that they have been a good deal exaggerated. I am sorry to say that I have not been able to get exact particulars of the passages of fast steamers between this and Suez. I know, however, that the steamers of the Hall Line, in the East have always come from Suez in 11 to 11½ days, and have gone to Suez even against the monsoon in 12½ days. Take the "Trentham Hall," for instance, which is a fair example. I find her shortest passage has been 10 days 21 hours, and her longest, including those against the monsoon, 14 days 7 hours. I mention this as an instance of what is being done, though the speed of a line not subsidised and intended mainly for cargo

cargo is no criterion of what the mail service ought to be. I have not got particulars of the "City of Baltimore's" passages between this and Suez, which I am sorry for, as she is the quickest of the line, but on one occasion, having to go quickly to Calcutta, she performed the distance in $7\frac{1}{2}$ days, or at a speed of $14\frac{1}{2}$ knots. Then there are some steamers in the China trade which are fast, among others the "Gleneagle" and the "London Castle." I have not been able to get particulars about their performances, except in one case, when the "London Castle" made the voyage between Suez and Singapore in 16 days 8 hours, or at the rate of 13.39 knots, the distance being 5,036 nautical miles. It may be said that it is not fair to pick out specially fast steamers, but I altogether dispute this. I contend that, in discussing a new contract we are justified in taking the best steamers made; of course, always remembering that economy must be combined with speed and general efficiency. Improvements are taking place every day in the construction of steam-vessels, and we may feel sure that steamers can be built at least as good in every way as any now afloat. A good deal has been said about storms and contrary winds and consequent delays, but I fancy anyone who has had the experience of a few winters in the Atlantic will speak hesitatingly about anything in the way of storms to be encountered between this and Brindisi. If Atlantic steamers can keep up anything like regularity, how much more ought the same to be accomplished here. I think, Sir, that subsidised lines may be looked upon rather as a necessary evil. They are necessary in order to keep up communication which private trade could not be relied upon to do, but they must, to a certain extent, check the natural growth of competition which alone can be relied upon to give the best results. Whenever it can be shown that private trade can accomplish what is wanted, subsidised lines should be given up. That is why the subsidies have been withdrawn from Atlantic lines, and why it is now proposed to abandon the Southampton line. The line to Brindisi is necessary because trade has not developed sufficiently to keep up the required communication, but the subsidy should be arranged so as to interfere as little as possible with private lines. This can best be done by insisting on a high standard of efficiency, so as to prevent healthy competition from being crushed. Private lines will have to work up towards the subsidised line, but owing to the subsidy will not be able to surpass it. I therefore think that on the standard of our mail service will depend the class of steamers which carry on the trade. If we have a high standard for our subsidised line, we shall have a comparatively high class of steamers coming to the country, whereas if we are content with second-rate standard, we condemn ourselves to a lower class of steamers for the general trade. (Applause.)

Mr. M. Mowat said—The Memorial to Her Majesty's Postmaster General contained the gist of the arguments on that important subject, and he must allow that they had made out a very good case. They were met there in no spirit of hostility to the Peninsular and Oriental Steam Ship Company, they admitted that it had done its work well; and as asked in the proud motto which it bore, namely, *quis separabit?* He frankly stated that he hoped it would be long before a Company which had achieved such signal success would be separated from our shores. All they asked was that this great contract be given to those who would serve them cheapest and best, and all other things being equal, the Peninsular and Oriental Company need not dread competition that the line between Brindisi and Bombay be independent of all others, and that we be put into possession of the advantages which modern science entitles us to. From the day on which Jason went with his ship "Argo" in quest of the "Golden Fleece," the progress in maritime conveyance had been rapid: from that on which Henry Bell launched his "Comet" on the Clyde, wonderful strides had been made in Steam Navigation. Fulton's "Claremont" steamed on the Hudson River at a speed of only $4\frac{1}{2}$ miles per hour; on the Clyde over 20 miles was now easily attained. The "Sirius," the first steamship which crossed the Atlantic, did so in 1838 partly under steam and sail in 18 days; in the same year the voyage was accomplished by the "Great Western" in 15 days; both were considered wonderful voyages at the time, but in the present day the swiftest steamers could go over the same waters in half the number of days. All those who took any interest in this great question allow that we must have a very material increase in speed, and he believed that the Peninsular and Oriental Company were prepared to go with them a considerable way in this direction. Let them now consider whether they are demanding too much? He thought not. The Chamber of Commerce named an average speed of 15 knots in the Mediterranean, and 13 knots in Indian waters. But what they were now asking was a very great modification on the original views of the Chamber, and he supposed the Peninsular and Oriental Company itself would be startled with their modesty. Bear in mind the fact that with the "Kaiser-i-Hind," built the other day, the contractors guaranteed an average speed of 15 knots. What were they now asking for? That the mails be conveyed between Brindisi and Bombay in $13\frac{1}{2}$ days, or adding $2\frac{1}{2}$ days for the Continental journey—that letters between London and Bombay be exchanged in 16 days. Let them examine a few figures. The distance between Brindisi and Alexandria is 850 miles, and between Suez and Bombay 2,972 miles, together 3,822 miles, which if divided by 300, the number of hours in $12\frac{1}{2}$ days (for he was allowing 24 hours for transit through Egypt and stoppage at Aden) gives a result of 12.35 miles per hour, or say, something under 11 knots; and to test the accuracy of his statement as between miles and knots he had submitted his figures to an experienced navigator in the Eastern seas. That was not much; no doubt could possibly be thrown on the accomplishment of this pace in the Mediterranean, and even those who stood up for a smaller figure on this side—where the difficulty of getting up speed was always put forward (notwithstanding the facts which

had been accomplished by the vessels of the Hall and Anchor lines as referred to by Mr. Graham) will be bound to acknowledge that they were asking for very little. For the sake of comparison let them see what had been accomplished in the shape of rapid passages over the Atlantic. The distance between Queenstown and New York was 2,850 knots, and the "City of Chester," belonging to the Inman Company, performed the journey in 7 days, 22 hours, and 3 minutes, or say, 15 knots per hour. The "City of Paris" accomplished the voyage in 8 days and 4 hours, or say, 14·9-16 knots per hour. The "Russia," of the Cunard Line, took 8 days, 6 hours, and 56 minutes, which gave a speed of 14½ knots. It may be said that he had picked out several model voyages. Admitted; but who that was careful to note the passages of the White Star, Inman, Cunard, and National lines would not support him in the fact that average passages very little short of those which he quoted could be performed. There was nothing which assisted commerce, or tended so much to the advancement of a people as rapid interchange of communication; let the post follow as quickly as possible, and with the aid of her sister, the telegraph, lay before us the important details of what is being done in every branch of industry throughout the wide world. It was only the other day they were startled by the discovery of the telephone; another great wonder has been found in the phonograph; new inventions were of every-day occurrence. They were therefore justified in asking for the benefit of all recent improvements, and the result must be a very material increase in speed. Never was there a more opportune time for shipowners undertaking such a contract; iron and labour were cheap, and excellent steamers could now be got at 14 £. to 15 £. per ton. It was stated that increased speed meant danger, and that it further meant additional subsidy. He had read the arguments advanced against the former, and a late writer in the Calcutta papers put forward as a reason the want of lighthouses along the Red Sea. The Bombay commercial community were quite aware of the value of lighthouses as the step which they recently took regarding one on Cape Guardafui testified; and he hoped they should soon see an increase in the number of lighthouses along the Red Sea. But he denied that there could be any very great danger in this respect to vessels going 12 or 13 knots an hour, and he was strengthened in what he said by the opinions of shipmasters who had made the voyage. Regarding an increase in the subsidy—as the Southampton line was no longer necessary as a mail route (and the meeting seemed pretty unanimous on this subject)—a fair amount could be given for the Brindisi service, and the country would still save something on what it is at present paying. Vessels would always be ready to carry letters from the United Kingdom to India, as was now done on the Atlantic lines. Five years had been put down as too short a period for a company to undertake such a service as the one now before the meeting; he believed this figure was named with the view of their getting from time to time the benefit of all late improvements in steam navigation. They have done right in asking that any contract for the China and Australian mails should not be allowed to clog the important and rapid service required between Europe—and the gate of India—Bombay. The present discussion would prove of immense service to the authorities at home in making the new contract: so far were their requests that they could not be gainsaid; rapid communication would be alike to the advantage of England and India, and let them trust that a new era in the history of maritime conveyance would begin in 1880, and that results would be achieved which Waghorn, who first interested himself in this mail service, could not have dreamt of. (Loud applause.)

The Resolution adopting the Memorial was then put to the meeting, and carried unanimously.

The next Resolution was moved by Mr. *Nanabhoj Byramjee Jeejeebhoy*, who said,—Sir,—After the very able and elaborate manner in which the experienced speakers who have preceded me have handled this important subject I shall not detain you long. In proposing the resolution, which has been entrusted to me, I shall only state that the interests which connect the inhabitants of this City and of the whole of British India with Great Britain are of such magnitude—think of them from whatever point of view, commercial, political, or social—that it is but reasonable for us to demand that the intercommunication between the two countries should be of the most complete efficiency. By the 10 years' contract which will expire at the end of January 1880 the subsidy annually paid to the P. and O. Company for carrying the mails between this country and London was about 45 lacs of rupees, a sum of money which, to quote from Mr. Rathbone's speech in the House of Commons on the 14th August 1874 was "sufficient to pay the whole cost of a well-managed undertaking, independent of passengers and cargoes." And yet the Postal Service performed in return for this enormously heavy subsidy sadly fails in the material element of rapidity. Gentlemen, it is a well-known fact that on the Atlantic lines of mail and passenger steamers the average speed is above 13½ knots an hour, while that which the P. and O. Company is required to maintain under the present contract is about 9 knots an hour, or only about two-thirds of the speed at which the mails are carried in other parts of the world by ocean steamers—a rate which may well be termed "crawling." Such a rate of speed may have been all very well a quarter of a century ago, but considering the numerous important improvements which have since been effected in steam machinery, which have secured a greater amount of working power, efficiency and economy in our marine engines, 9 knots an hour for so important a mail service may very properly be characterised, as "simply a scandal to the age." (Hear, hear.) We know that it would not be at all impossible to deliver the English mails in this City in 14 days, but we are very moderate in our demands, and we say we shall be quite satisfied if we can get our letters regularly in 16 days

days from London. • Even under the existing contract the well managed P. and O. Company has very often and very easily transmitted our mails in 18 days, and it very clearly appears from this that were it obligatory on them to still more accelerate the speed of their mail steamers, they could do it, and to a considerable degree. When the P. and O. Company, in 1874, asked for certain concessions, Her Majesty's Government admitted, in the alterations they made in the original terms binding upon the Company, that "the contract was not sufficiently guarded in the interests of the public," and we have an undoubted right to expect—nay to demand—that the next contract which they tie round the necks of the public and of the trade of this country, as well as England, will be more guarded and more fairly advantageous to both. (Applause.) Gentlemen, we have taken the subject in hand betimes, and in thus asserting the force of public opinion on the subject to-day, let us hope that the result of our agitation will be to secure for us the greatest possible speed, economy, and regularity in the transmission of our mails, for I have no doubt that the Local Government will very willingly acquiesce in the very reasonable prayer of our Memorial, and that the Government of India will be pleased to strongly back up our representation, and in the interests of the people of this vast empire look to their own undeniable right, and insist upon having a voice in the settlement in future of all contracts for the performance of the Anglo-Indian Mail Service. (Applause.) I shall now read the resolution, which is as follows:—"That a copy of the Memorial to Her Majesty's Postmaster General, and of the proceedings of this meeting, be forwarded through the Government of Bombay to the Government of India, with the respectful request of the inhabitants of this city that His Excellency the Viceroy in Council will be pleased to communicate the same to the Secretary of State for India, desiring him at the same time, in the interests of India, to urge Her Majesty's Government to grant the prayer of the Memorial."

Mr. *Grattan Geary* seconded the resolution. He said the attendance at the meeting was a guarantee that this was no sectional movement merely, and that the city really desired an improvement in the mail service. All the various communities of Bombay were unanimous in desiring an acceleration of speed in the carriage of the mails between England and India. There was nothing unreasonable in that desire, as Mr. Kittredge's admirable speech must have convinced every one who had previously had any doubt on the point. He (Mr. Geary) thought it would not be unreasonable to ask for a quicker carriage of the mails than 16 days. He had heard people say that on fixing 16 days the Memorial named too liberal an allowance of time, but he had heard no one say that it was too short.

Mr. *Pherozeshah M. Metha* said: He had been asked to say a few words in support of the resolution, and few words they must be, particularly after the business-like speech of Mr. Kittredge, full of his usual argumentative ability, and bristling with facts and figures, which he apprehended, the advocate of the P. and O. Company's rate of speed would find rather hard nut to crack. (Hear, hear.) But they could also take a plain common-sense view of the matter. It was urged by the advocate of the present rate that was enjoyed under the existing mail contract that it secured the highest speed that could be practically calculated upon with safety and certainty. The question they raised was of a somewhat technical character, but it could be decided in a satisfactory manner without resorting to technical argument. Test it by that most practical and conclusive of all tests, a free, fair, and open competition, and they were willing to abide by the result. (Hear, hear.) If it was possible to secure a higher rate of speed let the P. and O. Company advance with the times, or make way for those who could. If it was not possible, no competitors would be forthcoming to oust it from the proud position which it now occupied. This was all that they really asked, and let them trust that both the Viceroy and the Secretary of State for India would zealously do their best for the country and the interests entrusted to their charge. (Hear, hear.)

Mr. *Goculdas Jugmohandas* said that the speakers who preceded him had so ably and exhaustively touched upon the different points in the Memorial which had just been adopted, that there was very little for him to add in supporting the resolution proposed by his friend, Mr. Nanabhoy. The prayer of the Memorial was so modest and reasonable, that it would, without doubt, commend itself to the serious consideration of Her Majesty's Postmaster General. It was very necessary, in the interests of this vast empire, that postal communication between this country and the United Kingdom should be carried on with the greatest possible speed, and in order to attain that object a more suitable opportunity than the present could not be found. Though the representation made in 1874 had not its effect felt at the time, owing, he believed, to the circumstance of the Memorial then submitted not having unfortunately reached the House of Commons before the revised contract was ratified, yet it secured the sympathy and support of all intelligent bodies who were able to pronounce an expression of opinion on such an important subject, not only in this country, but China, Japan, and the United Kingdom. When the revised contract came before the House of Commons for consideration, Mr. Samuda, one of the Members of that intelligent body, while supporting the terms of the revised contract, remarked that the representation made for the acceleration of the mail service was made in the interests of rival traders; but there could not have been a greater fallacy than such an assertion. It was a well known fact that since the American war, the people of this country were appreciating the advantages of speedy communication, and their intercourse with the United

Kingdom had so much increased during the last 15 years, that their interests demanded a speedier communication as was now proposed to be sought. Though no doubt quickness of communication was of great value to commercial interests, yet, as Mr. Maclean remarked in his speech on the same subject in 1874, nothing tended so much to quicken and invigorate the national life of a people as rapidity of communication with other countries. They may feel sure that in these days of competition, the terms proposed in their Memorial, which he had no doubt would be supported by the local and the Imperial Governments, and approved of by the Postmaster General, would meet with a ready acceptance by intending tenderers for the contract for the mail service. In conclusion, he could not, he said, help remarking that they should be wanting in their duty if they did not acknowledge their obligations to the Bombay Chamber of Commerce for initiating this movement.

The Resolution was then put to the meeting, and adopted.

Proposed by Mr. *Charles Macdonald*, "That copies of the Memorial and of the proceedings of this meeting be forwarded to the following gentlemen in London, and that they be invited to form themselves into a committee to watch the interests of India in the arrangements and conditions of the new mail service:—William Rathbone, Esq., M.P., of Messrs. Rathbone Brothers & Co., London and Liverpool; Kirkman D. Hodgson, Esq., M.P., of Messrs. Baring Brothers & Co., London; Robert Wigram Crawford, Esq., of Messrs. Crawford, Colvin & Co., London; John Fleming, Esq., of Messrs. Smith, Fleming & Co., London; A. H. Campbell, Esq., of Messrs. Finlay, Campbell & Co., London; Stephen Ralli, Esq., of Messrs. Ralli Brothers, London; Patrick Campbell, Esq., Chief Manager of the Oriental Bank Corporation, London; D. T. Robertson, Esq., Chief Manager of the Chartered Mercantile Bank of India, London, and China, London; W. Graham, Esq., of Messrs. W. and R. Graham & Co., Liverpool; L. A. Wallace, Esq., of Messrs. Wallace Brothers, London; John Heugh, Esq., of Messrs. Heugh, Balfour & Co., Manchester; Andrew Grant, Esq., M.P.; J. H. Gwyther, Esq., Manager, Chartered Bank of India, Australia, and China, London; Robert Campbell, Esq., Manager, National Bank of India, London; with power to add to their number."

Mr. *Mowat* seconded the motion, which was carried unanimously.

The proceedings then closed, with a vote of thanks to the Chairman.

— No. 6. —

(5966—78.)

The Treasury to the Post Office.

My Lord,

Treasury Chambers, 6 May 1878.

I AM directed by the Lords Commissioners of Her Majesty's Treasury to acknowledge the receipt of your Lordship's letter of the 5th ultimo, and enclosed printed Report of the proceedings of the public meeting held at Bombay, to consider the terms regarding the postal service between England and India.

The Postmaster General.

I am, &c.
(signed) *William Law.*

— No. 7. —

(9363—78.)

The Treasury to the Colonial Office.

Sir,

Treasury Chambers, 5 June 1878.

I AM commanded by the Lords Commissioners of Her Majesty's Treasury to transmit to you the enclosed copy of a letter from the Postmaster General, dated the 28th January last, and I am to request that, in laying the same before Secretary Sir Michael Hicks Beach, you will state to him that the questions therein adverted to with regard to the arrangements for the India and China mail services, after the termination on the 1st February 1880 of the present contract with the Peninsular and Oriental Steam Navigation Company, have been referred to the Indian Government, and that my Lords hope shortly to be in possession of Lord Cranbrook's views in the matter. In the meanwhile my Lords would be glad if the Secretary of State for the Colonies will consider such

such parts of the question as affect the postal communication with Ceylon, the Straits Settlements, and Hong Kong, and indirectly with the Australian Colonies, in the event of its being decided that the mails for any of those colonies shall be conveyed, for any portion of their route, by any of the packets to be provided after the termination of the present contract.

I am to add that as soon as a reply has been received from the India Office a further communication will be addressed to you with a view to a conference, as suggested by the Postmaster General, taking place between representatives of this Department, the India Office, the Colonial Office, and the Post Office, for the purpose of discussing the details of any new service or services to be inaugurated on the termination of the present contract.

R. G. W. Herbert, Esq.,
Colonial Office.

I am, &c.
(signed) *William Law.*

— No. 8. —

(10,176—78.)

The Treasury to the Post Office.

My Lord,

Treasury Chambers, 20 June 1878.

IN transmitting herewith the accompanying letter from the India Office, dated the 18th instant, covering copy of a Despatch from the Government of India, on the subject of a new contract for the conveyance of the mails between England and India, and with reference to the correspondence that has taken place in regard to the conveyance of the India and China mails on the termination, on the 1st February 1880, of the contract now held by the Peninsular and Oriental Steam Navigation Company for the performance of these services, I am commanded by the Lords Commissioners of Her Majesty's Treasury to inform you that, on a consideration of all the circumstances brought before them, they agree with your Lordship in opinion that in any new arrangements to be made it will not be necessary to call for tenders for the services between Southampton and Suez, and Point de Galle and Calcutta.

My Lords, however, authorise your Lordship to call for tenders from owners of vessels sailing under the British flag, for services once a week between Brindisi and Alexandria, and Suez and Bombay, or between Brindisi and Bombay through the Suez Canal, the packets in either case calling at Aden on their outward and homeward voyages; and they are of opinion that a rate of speed throughout of 12 knots an hour (with an allowance of 48 hours on the homeward voyage during the prevalence of the south-west monsoon), should be demanded for such services, the parties tendering to state what abatement of subsidy they will be prepared to make if the rate of speed required on the route eastward of Suez should be reduced to $11\frac{1}{2}$, 11, $10\frac{1}{2}$, or 10 knots. Sorting-rooms on deck to be provided by the contractors on the packets eastward of Suez.

My Lords likewise authorise your Lordship to call for tenders from owners of vessels sailing under the British flag, for a service once a fortnight between Suez and Shanghai, calling on the voyage in each direction at Aden, Point de Galle (or Colombo, at the option of the Postmaster General), Penang, Singapore, and Hong Kong, with a service between Brindisi and Alexandria, or through the Canal and Suez, should not the China service be undertaken by the parties holding the contract for the India service. The speed between Brindisi and Alexandria or Suez to be 12 knots an hour, and for the remainder of the service 11 knots (with a suitable allowance of extra time during the prevalence of the south-west and north-east monsoons). But so far as regards the service east of Suez, parties tendering to be at liberty to state what abatement they would make in the amount of subsidy if allowed to perform the service at a speed of $10\frac{1}{2}$, 10, or $9\frac{1}{2}$ knots. A sorting-room between Singapore and Hong Kong to be provided as at present.

With regard to the number of years for which the contract or contracts for these services should be made, my Lords desire that parties tendering may be invited to state the amount of subsidy they would require in the event of the contract or contracts being made for five, six, seven, or eight years.

Penalties similar in amount to those now exacted to be absolute in the case of both services ; but parties tendering to be at liberty to state what abatement they will make if penalties for excess of time on voyage are not enforced, if arising from circumstances beyond control.

As respects the other stipulations to be required in the new contract or contracts, it appears to my Lords that those embodied in the present contract with the Peninsular and Oriental Steam Navigation Company may be inserted therein, including in the new contract for the India service a stipulation having reference to a small steamer to be provided at Bombay.

I am, in conclusion, to state, with reference to the suggestion contained in your letter of the 28th January last, that in addition to the services for which the calling for tenders is now sanctioned, tenders should also be invited for the performance of a fortnightly service between Hong Kong and Yokohama, that, having reference to the fact that there is now existing a fortnightly packet service (under contract with the French Government) between those points, and that the most important portion of the correspondence between this country and Japan is conveyed *via* San Francisco, my Lords, as at present advised, do not see the necessity of calling, on behalf of the Imperial Post Office, for tenders for such a service.

The Postmaster General.

I am, &c.
(signed) *William Law.*

Enclosure in No. 8.

Sir,

India Office, 18 June 1878.

I AM directed, in continuation of previous correspondence, ending with my letter of the 6th March last, to forward to you, for submission to the Lords Commissioners of Her Majesty's Treasury, copy of a Despatch from the Government of India on the subject of a new contract for the conveyance of the mails between England and India, and to express the substantial concurrence of the Secretary of State for India in Council in the views stated in the Despatch.

I am to add that Lord Cranbrook requests that the forms of tender and the tenders themselves may be submitted to the India Office for consideration.

The Secretary, Treasury Chambers.

(signed) *Louis Mallet.*

(No. 7, of 1878.)

Government of India.—Financial Department.

Separate Revenue,—Post Office.

My Lord,

Simla, 9 May 1878.

REFERRING to the Marquis of Salisbury's Despatch, No. 99 (public), dated the 6th September 1877, on the subject of the notice to be given to the Peninsular and Oriental Steam Navigation Company of the termination of the present mail contract, and to his Lordship's subsequent Despatch, No. 32 (public), dated the 7th March 1878, relative to certain proposals made by Her Majesty's Postmaster General for the India, China, and Japan mail service on the termination of the present contract, we have the honour to forward copies of the

1. From the Director General of the Post Office, No. 5828, dated 1st November 1877.
2. From the Director General of the Post Office, No. 6870, dated 22nd December 1877.
3. From the Director General of the Post Office, No. 9563, dated 16th March 1878, together with its Enclosures.

documents cited in the margin, and to state our opinion more particularly on the following points.

2. We agree with the Director General (paragraph 3 of his letter dated 1st November 1877, and paragraphs 2 to 5 of his letter dated 16th March 1878) in considering the retention of the Southampton line unnecessary, and we observe, with satisfaction, that the British Post Office does not propose to call for tenders for that line. The abolition of the Southampton line will, we presume, give rise to some new arrangement respecting the conveyance of mails across the Continent of Europe. It is a question whether the alternative of quick and slow transit, heretofore provided by the Brindisi and Southampton routes, should be continued by using both the ordinary and special train services on the Continent, the special train service being confined, as at present, to correspondence taxed with an additional rate of postage. If this be not done, it will be necessary to decide whether the whole mail shall be conveyed across Europe by ordinary train or by special train. In this latter case it may be possible to negotiate with Italy and France for a very much lower rate, than at present, of extra charge for articles sent by the special train. Until the result of such negotiation can be foreseen, it appears to us premature to express an opinion

opinion respecting the maintenance or otherwise of the double service (quick and slow), or respecting the choice as between the ordinary and the special trains for the conveyance of the entire mail. The question is one which involves so many interests besides that of India, that the British Post Office will probably be the best channel for the necessary proposals or negotiations.

3. We think also that it should be distinctly made known to the British Post Office that the only sea service in which India has interests of a kind that warrant the contribution of any subsidy, or portion of a subsidy, is the service between Bombay and Brindisi. On this point we would draw attention to the remarks made by the Director General in paragraphs 4 to 6 of his letter dated 1st November 1877.

4. The question whether the conveyance of the mails on either or both of the sections east and west of Suez should be confined to British vessels, referred to in paragraphs 8 to 10 of the Director General's letter of November 1877, and again in paragraph 12 of his letter of March 1878, is no doubt of considerable importance. So far as the section east of Suez is concerned, we are disposed to consider it desirable to employ only British vessels; and for the remaining link between Alexandria and Brindisi we think that the advantage or otherwise of bringing it under the same conditions can best be considered in England.

5. As to matters of the kind referred to in the 11th and 12th paragraphs of the Director General's first letter, such as the apportionment of the cost of services in which several countries are interested, or the division of postal revenue, we request that each point may be considered on its own merits, without reference to previous practice; and, as most of these matters are of a kind requiring for their proper consideration a knowledge of the postal system, we would commend to your Lordship's notice the suggestion made by the Director General, to the effect that nothing should be done in the way of pledging assent on the part of India until the Indian Post Office has had a full opportunity of examining the conditions.

6. The speed to be required of the contractors is perhaps one of the most important points. It is referred to in the Director General's letter, dated 22nd December 1877, and in paragraphs 6 to 8 of his letter of March 1878. There is no doubt that the question of cost has a very important bearing upon this matter, and, subject to the result of such endeavour as may be made to ascertain the relative cost of different rates of speed, we are disposed to concur generally in the suggestion of an average of 12 knots as a reasonable rate.

7. As to the extra allowance of time on the outward trip to Bombay in the "South-west Monsoon," the period of two days, proposed by the Director General (paragraph 9 of his third letter), will probably be found to be sufficient.

8. The conveyance of the mails through Egypt, by train or by the Canal, is referred to in the tenth paragraph of the Director General's third letter, and we think it probable that the result of the alternative tenders for which it is proposed to call, will not show any such advantage, in respect of cost or otherwise, belonging to the Canal route, as would overbalance the loss of time to be expected from its adoption. If such loss of time be unavoidable, we should not willingly agree to the transmission of the mails through the Canal.

9. The question of a Mediterranean service, to be used jointly for the Indian, China, and Australian mails, or of a separate service for India only (referred to in paragraph 11 of the Director General's third letter), is one which we think it well to leave for consideration in connection with the results of the tenders called for. The choice must depend largely upon the cost of a separate service as compared with that of a combined service, and also upon the possibility of so arranging the services as to avoid any material risk of detention to the homeward Indian mail by its having to wait for other mails.

10. We concur with the Director General in desiring (paragraph 13 of his third letter) that suitable provision should be made for sorting the mails on board between Suez and Bombay.

11. The duration of the contract (paragraph 14 of the Director General's third letter) is a matter of importance, and on the whole we are disposed to think that it might advantageously be left as a subject for tender. We do not think that a contract for eight or ten years would be excessive, especially if the speed required be such as to involve the construction of a class of vessels specially adapted to the service.

12. The subject of the last paragraph of Lord Salisbury's Despatch has been referred to the Director General of the Post Office.

We have, &c.

(signed)	<i>Lytton.</i>	<i>J. Strachey.</i>
	<i>F. P. Haines.</i>	<i>E. B. Johnson.</i>
	<i>A. J. Arbuthnot.</i>	<i>W. Stokes.</i>
	<i>A. Clarke.</i>	<i>A. R. Thompson.</i>

The Right Hon. Viscount Cranbrook,
Her Majesty's Secretary of State for India.

Government of India.—Financial Department.

Enclosure to Despatch No. 7 of 1878.

No. 5828, dated 1st November 1877.

From A. M. Monteath, Esq., Director General of the Post Office of India, to the Secretary to the Government of India, Financial Department.

1. I HAVE the honour to acknowledge the receipt of your endorsement, No. 3726, dated 17th October 1877, forwarding a copy of the Secretary of State's public despatch, No. 99, dated 6th September 1877, relative to the giving of notice to the Peninsular and Oriental Steam Navigation of the termination of the present mail contract.

2. The next step, doubtless, will be to advertise for tenders for a new service, and this will be a very important matter.

* No. 5111, dated
18th October 1877.

3. I have already offered remarks* on the Southampton route as an objectionable feature of the present arrangements; and, whatever may be the value of this route for correspondence between England and Malta and Gibraltar, or other places, I think that it should be distinctly stated to the British Post Office that the Indian Post Office does not want the Southampton line, and is not disposed to pay any share of its cost if it be included in the contract.

4. It should also be stated that the Indian Post Office does not want the lines to Galle, the Straits, or China, or indeed any line except that between Bombay and Brindisi; and if such lines are included in the contract, the Indian Post Office is not disposed to pay any share of their cost.

5. Of course, in all these cases, if the lines be established, the Indian Post Office would pay the usual sea rate for any correspondence which it might send by them; but that is a very different thing from subsidizing them.

6. India has already other means of regular communication with Ceylon and the Straits, and even with China; the steamers of Messrs. Jardine & Matheson, of Hong Kong, and Apcar, of Calcutta, although not timed to start on fixed dates, form by far the quickest, and consequently most appreciated, means of communication.

7. The line which concerns India is that between Bombay and Brindisi, part of it being required solely for Indian correspondence, and part for the correspondence of India and other eastern countries; and I shall, therefore, in the following remarks confine my attention to it.

8. One of the first points for consideration will doubtless be, whether the call for tenders should be limited to British agency; this was made the subject of much comment on the occasion of the negotiation of the present contract. My opinion is that between Bombay and Suez the service ought certainly to be performed by British vessels; but for the other and distinct section, between Alexandria and Brindisi, I am not so clear. Even if it were entrusted to foreign agency, the British company which performed the service as far as Suez would probably be able on the occurrence of any emergencies (such as war), to take its place by continuing the service to Brindisi or other selected ports. And I think it quite possible that British contractors might be glad to be freed from the portion of the service between Alexandria and Brindisi, which I believe was, if it is not still, the least paying portion of the present company's lines.

9. I believe, however, that this is a matter which can only be fully considered after inquiring into the circumstances of trade, and the convenience of shipping companies, and this can best be done in London.

10. For the present, therefore, I would only suggest that the Alexandria-Brindisi section be made the subject of separate tender, and that, if there be no strong political reason for confining this section to British vessels, the call for tenders should be made applicable to foreign as well as British vessels.

11. There are various other matters which will, no doubt, come under consideration in connection with the new contract, such as the payment of Egyptian transit, the maintenance of British offices at Suez and Alexandria, and the principle of apportioning the cost of services in which several countries are interested. In many of these matters old custom (whether right or wrong) has been allowed to govern the practice; and what I want is that, with wholly new arrangements before us, these points should be considered each on its own merits, and that nothing should be done to pledge consent on the part of India without giving to the Indian Post Office full opportunity of judging.

12. On the last occasion a London Post Office programme and exposition of principles were accepted without previous reference to India, and have consequently formed the subject of much controversy. What I want is, that nothing in this way should be done on the present occasion without allowing to the Indian Post Office a full opportunity of examining the conditions.

No. 6870, dated 22nd December 1877.

From *A. M. Monteath*, Esq., Director General of the Post Office of India, to the Secretary to the Government of India, Financial Department.

IN continuation of my letter, No. 5828, dated the 1st November 1877, on the subject of the approaching termination of the mail contract held by the Peninsular and Oriental Steam Navigation Company, I have the honour to suggest that, in any call for tenders in reference to the Bombay and Brindisi service, the tenderers should be desired to state the terms on which the services will be performed, not only at present contract rates (viz. :—10 knots east of Suez, and 11 knots west of Suez), but also at such higher rates of speed as they may be willing to undertake, *e.g.* :—

11 and 12 knots east and west of Suez, respectively;

12 and 13 " " "

13 and 14 " " "

or in any other proportions deemed appropriate.

2. I believe that the question of speed is one which has a far larger bearing upon cost than is often supposed; and I think that, in deciding about speed, the Government ought to have before it the relative cost at different rates of speed. For lines on which there is a practically unlimited supply of cargo throughout the year, and on which, therefore, large vessels can be usefully employed, extra speed does not cost so much, but on lines where the traffic is small, or confined to certain seasons, a high speed (which practically involves a large vessel) can only be purchased at a large cost.

3. A large vessel employed regularly on a line possessed of an ample and steady traffic, or running on other lines at certain seasons of full traffic, will give a good speed, even when not bound to do so by any contract; but if a demand is made for a like speed throughout the year on lines of limited traffic, or with considerable seasons of very slack traffic, that demand can only be met at a comparatively high cost.

No. 9563, dated 16th March 1878.

From *A. M. Monteath*, Esq., Director General of the Post Office of India, to the Secretary to the Government of India, Financial Department.

I HAVE the honour to enclose copies of the following papers, viz. :—

(1.) Letter from the Secretary, Bengal Chamber of Commerce, dated 19th February 1878.

(2.) Letter from the Madras Chamber of Commerce to the Secretary, General Post Office, London, dated the 22nd December 1877.

(3.) Reply to the above from the Secretary, General Post Office, London, dated 18th January 1878.

(4.) Letter from the Bombay Chamber of Commerce to the Secretary, General Post Office, London, dated 31st December 1877.

(5.) Reply to the above from the Secretary, General Post Office, London, dated 24th January 1878.

(6.) Memorial to Her Majesty's Postmaster General, by a public meeting held in Bombay on the 5th March 1878.

(7.) Letter from the Secretary, General Post Office, London, to the Lords Commissioners of Her Majesty's Treasury, dated 28th January 1878.

2. As respects the question of the Southampton line, the Bengal Chamber of Commerce expresses the following opinion, viz. :—

"In the opinion of the Chamber, although the maintenance of the Southampton route may no longer be required, so far as purely mercantile interests are concerned, communication should be maintained under contract between India and some point in England."

3. The Madras Chamber gives expression to a different opinion, viz. :—

"The Southampton mail route, except in the event of a war interrupting postal communications in Italy and France, is obsolete, and might probably be now safely dispensed with."

4. The Bombay Chamber takes a view similar to that of the Madras Chamber, expressing it as follows :—

"That the vast development of steam shipping since the opening of the Suez Canal, giving to each important port of the East one or more regular lines of steamers, and to all ports a large fleet of irregular steamers, has removed the necessity, on political grounds, of subsidizing steam lines in the Eastern Seas."

“ That, for the same reason, the necessity has ceased for subsidizing the mail routes popularly known as the Southampton lines; that the so-called ‘ heavy mails ’ can be sent at a much reduced expense, either with the fast mails, *viâ* Brindisi, or by arrangement with one or more of the regular lines of steamers now trading between Great Britain and the East.”

5. I adhere to the opinion previously expressed, to the effect that there is no need of a Southampton line; and it will be observed that the British Post Office, in addressing the Treasury, has not proposed to call for any tender for that line.

6. As regards speed, I adhere substantially to the views expressed in my No. 6870, dated the 22nd December last, to the effect that it would be advisable to invite tenders to state the cost of performing the Brindisi and Bombay service, at such higher rates of speed above the present contract rates as they may be willing to undertake. But I think it might be well for the Government of India to indicate what it would be inclined to regard as a proper rate of speed. On this point I would make the following remarks:

7. The present time occupied may be represented approximately as follows:—

Brindisi and Alexandria	-	825 miles at 11½ knots	72 hours.
Suez and Bombay, including entry into Aden Harbour	-	2,972 miles at 9½ knots	320
		<u>3,797</u> „	<u>392</u> „
Stoppage at Aden, and Egyptian transit	-	-	80 „
			<u>422</u> „
Add, for transit from London to Brindisi, including stoppages for trans-shipment, &c.	-	-	56 „
			<u>478</u> „ = 19 days 22 hours.

As observed by the British Post Office, an average speed of 12 knots would give the following results, viz.:—

Sea transit	-	-	-	3,797 miles at 12 knots	316 hours.
Stoppage at Aden, and Egyptian transit	-	-	-		30 „
					<u>346</u> „
Add, for London to Brindisi, as before	-	-	-		56 „
					<u>402</u> „ = 16 days 18 hours.

8. It would, of course, be necessary to adjust the speed at between the Mediterranean and Eastern sections with reference to the hours of arrival at and departure from Alexandria, which are limited by the harbour rules; but I think the Government of India might indicate 12 knots as an average rate, which it would be inclined to consider reasonable.

9. During the south-west monsoon I think that an allowance, not exceeding two days on the homeward trip, would be sufficient.

10. In the remarks already made I have assumed that the mails will be conveyed *viâ* Alexandria by train. I mention this because the British Post Office has proposed to call for tenders by this route, “ or through the Suez Canal.” I have no objection to the call for tenders being so made, but it will probably be regarded as objectionable to make any material sacrifice of time in order to admit of the Canal route being used.

11. There is another important question, viz., whether the Indian service in the Mediterranean is, or is not, to be combined with the Mediterranean service of the China mails. I observe that this point is raised in the British Post Office proposal, for the China service is put down as one either “ between Suez and Shanghai ” (using, I presume, the Indian Brindisi service), or “ through the Suez Canal between Brindisi and Shanghai.” My own opinion is, that it would be better to separate the China service from the Indian service.

12. In a previous letter I made some remarks about the section between Brindisi and Alexandria being perhaps left open to foreign as well as British tenderers; and I shall here only add that, if the China service is given to a British company between Brindisi and Shanghai through the Suez Canal, the Indian Mediterranean service might all the more readily be opened to foreign competition. If the section between Alexandria and Brindisi be given to a foreign company, the British vessels under contract between Bombay and Suez would probably, on their own account, continue the service as a passenger and freight service to some English port.

13. As to sorting accommodation on board the vessels, I think that it should be provided on the vessels east of Suez (*i.e.*, between Suez and Bombay), under conditions similar

similar to those at present in force, the only modification being a stipulation that the accommodation must be on deck. Practically this has been conceded by the Peninsular and Oriental Company.

14. As to length of contract, I agree with the Bengal Chamber of Commerce in thinking that the term should be made the subject of tender.

From *H. W. J. Wood, Esq.*, Secretary, Bengal Chamber of Commerce, to the Director General of the Post Office of India, dated 19th February 1878.

THE subject of the Eastern overland mail service, in connection with the approaching termination of the present mail contract, was brought forward at a general meeting of the Chamber of Commerce held yesterday, when it was resolved that the Committee should communicate to you the views entertained by the Chamber on this important matter; and I am desirous to submit the following representation for your consideration:—

1st. In the opinion of the Chamber, although the maintenance of the Southampton route may no longer be required so far as purely mercantile interests are concerned, communication should be maintained under contract between India and some point in England.

2nd. As Indian mails from Brindisi have, on occasions, been delayed in Egypt, waiting arrival of mails from Southampton, and Indian mails for Brindisi have also been, or may be, similarly delayed, waiting arrival of mails from China or Australia, the new contract, if it should include the conveyance of the Southampton, China, and Australia mails, should expressly stipulate that no such delay shall be allowed, but that when these do not arrive in Egypt before or at the same time as the Indian and Brindisi mails, the latter shall be forwarded without delay, and without reference to the others, which the contractors should be bound to send on by other steamers.

3rd. The rates of speed stipulated for in the present contract are admittedly under those which present times warrant and demand. The Chamber, however, is not prepared to name any rates which should be stipulated for, but would recommend, as a test of what can be had, that tenders should be called for, and that tender selected which gives the highest speed, combined with a subsidy which would not make enhanced postage a necessity, and which also could give the fullest assurance of ability to carry out the contract in its integrity.

4th. Duration of contract should, similarly, be made matter of tender; as contractors would doubtless accept a long contract on more favourable terms to the public than a short one.

5th. In considering the tenders which may be submitted, the Chamber would urge that the fullest consideration, consistent with public interests, should be given to that which will doubtless be made by the present contractors, who have so long, and certainly not unsatisfactorily, carried out the mail service between India and Europe.

6th. In submitting this, the Chamber would take the opportunity of suggesting that, when arrangements are being made for the accelerated receipt of European mails in India, their more rapid transit through India and the Continent is a subject well deserving of attention. The mails last received in Bombay from Europe lay there for the greater part of a day before being dispatched to Calcutta, and other parts of India connected with the line of railway leading to Calcutta.

[Here follows letter from *G. Jones, Esq.*, Chairman, Madras Chamber of Commerce, dated 22nd December 1877, to the Secretary, General Post Office, London.—See Enclosure in No. 1.]

From the Secretary to the General Post Office, London, to the Chairman of the Madras Chamber of Commerce, dated 18th January 1878.

HAVING laid before the Postmaster General your letter of the 22nd ultimo, I am directed by his Lordship to state to you, for the information of the Chamber of Commerce at Madras, that he has already given notice to the Peninsular and Oriental Steam Navigation Company of his intention to terminate, on the 1st February 1880, their contract for the conveyance of East India and other mails. His Lordship desires me to add that no time shall be lost in considering the conditions under which tenders for a new service shall be invited; and that at the proper time, due consideration shall be given to the suggestions made by the Madras Chamber of Commerce.

From *J. Gordon, Esq.*, Secretary of the Bombay Chamber of Commerce, to the Secretary to the General Post Office, London, dated 31st December 1877.

I AM directed to remind you that the contract, dated the 1st of August 1874, between Her Majesty's Postmaster General and the Peninsular and Oriental Steam Navigation Company, for the carriage of the East India, China, and Japan mails, expires on the 1st day of February 1880, if 24 calendar months' notice in writing is given by either of the parties thereto to the other, and to express the hope of this Chamber that, as the terms of the existing contract are utterly inadequate to the requirements of this Empire, the Postmaster General will, in accordance with the stipulations of the contract, give due notice that it shall determine on the 1st of February 1880.

A public meeting of the inhabitants of this city will be shortly convened, to take an expression of opinion as to the amended terms which, with the great improvements in steam navigation, and the development of steam shipping, since the opening of the Suez Canal, India, which contributes so largely to this subsidy, is entitled to obtain in the new contract; and the result of the discussion will be duly communicated to you, for the information of the Postmaster General. In the meantime, I am directed to state that, if his Lordship should, with the view of giving the most favourable tenderer the longest possible time for the construction of the requisite fleet, decide to invite tenders at once, before the views of the people of this presidency as to the terms of the new contract reach him, in the opinion of this Chamber the mail service between Brindisi and Bombay should be a special service, separate from every other mail service, and that this separate special service should be thrown open to public competition. It is obvious that the direct mail service between the United Kingdom and India, that is to say, between Brindisi and Bombay, embraces interests of infinitely greater magnitude than the services between India, China, and Japan; and it is therefore most desirable that the efficiency of the Bombay and Brindisi Service should not be impaired by any conditions which it might be found necessary to submit to in those services of much less importance, particularly so when it is borne in mind that by separating the Bombay and Brindisi Service, and inviting tenders for it, the competition will be active, and the great advantages of high rates of speed, combined with efficiency, secured. The Southampton route, so far as postal communication with India is concerned, is little used, and its discontinuance would produce little inconvenience.

The Chamber hopes that these important points will receive the careful consideration of Her Majesty's Postmaster General, before the tenders are advertised.

From the Secretary to the General Post Office, London, to the Secretary to the Bombay Chamber of Commerce, dated 24th January 1878.

HAVING laid before the Postmaster General your letter of the 31st ultimo, I am directed by his Lordship to state to you, for the information of the Chamber of Commerce at Bombay, that he has already given notice to the Peninsular and Oriental Steam Navigation Company of his intention to terminate, on the 1st February 1880, their contract for the conveyance of East India and other mails; and that, in arranging the conditions under which tenders shall be invited for a new service, he will not fail to give due consideration to the suggestions made by the Chamber of Commerce at Bombay.

[Here follows Memorial to Her Majesty's Postmaster General, by a public meeting held in Bombay on the 5th March 1878.—See Enclosure in No. 3.]

[Here follows letter from Lord *John Manners*, Her Majesty's Postmaster General, London, dated 28th January 1878, to the Lords Commissioners of Her Majesty's Treasury.—See No. 1.]

— No. 9. —

The Post Office to the Treasury.

My Lords,

General Post Office, 22 June 1878.

In compliance with the decision conveyed in your letter of the 20th instant, I will lose no time in calling for tenders. First:—For a weekly Mail Packet Service, in each direction, between Brindisi and Alexandria, and between Suez and Bombay, at a speed of 12 knots an hour throughout, the parties tendering being

being requested also to state the terms upon which they would perform the service at a speed of 12 knots an hour between Brindisi and Alexandria, and 11½, 11, 10½, or 10 knots an hour between Suez and Bombay.

Secondly. For a weekly service, in each direction, between Brindisi and Bombay, through the Suez Canal, at similar rates of speed.

In either case, 48 hours additional to be allowed for the homeward voyage during the prevalence of the south-west monsoon.

I submit, for the approval of your Lordships, draft forms of tender for these services, prepared in accordance with what I understand to be the intentions of your Lordships, after having given full consideration to the suggestions of the Indian Government, communicated through the Secretary of State for India in Council, in the papers which I have the honour to return.

See No. 8.

The form of tender stipulates for the appropriation of a sorting room *on deck*, on board each packet employed eastward of Suez, and accommodation for the officers of the Indian post office taking charge of and sorting the mails, one officer and one assistant to be conveyed without charge, and, if more are required, payment for the accommodation and victualling of the additional officers or assistants to be made at the ordinary passenger rate.

Penalties are to be deducted for excess of time on a voyage, and to be absolute; but the parties may state what abatement they would make, in the amount of subsidy demanded; if such penalties were conditional; not to be enforced in cases where the delay was occasioned by circumstances beyond control. Seeing, however, that the service between Brindisi and Alexandria is separated from that between Suez and Bombay in the first form of tender, I have found it necessary to fix the amounts of the penalties in that case at sums varying from those payable under the existing contract.

The duration of the contract is left open. The parties tendering will be at liberty to demand varying subsidies according as the contract is to continue in force for five, six, seven, or eight years. In any case it will be terminable on a notice given 24 months previous to the expiration of the term agreed upon.

As your Lordships have determined that only vessels carrying the British flag shall be employed in this service, I have not invited tenders from foreign companies.

Your Lordships will of course refer these forms of tender for the approval of the India Office, as requested in Sir Louis Mallet's letter, but, considering the length of time which, owing to the delay in India, has already elapsed since the notice to terminate the present contract was served on the Peninsular and Oriental Steam Navigation Company, the importance of settling the terms of the new contract, if possible, during this Session of Parliament, and the certainty that the competition, so highly desirable, will not be obtained unless a speedy decision be come to, and proper time afforded for new contractors to get ready their ships, you will probably, in concert with Lord Cranbrook, come to the conclusion that it would be prejudicial to the public interests to forward the forms to India before they are issued, in order that, as requested in the letter from the Indian Government, the proposed conditions of contract might be submitted for the examination of the Indian Post Office.

Other forms of tender for the China mail service are in preparation, and will be submitted to your Lordships with the least possible delay; but, in order that time may be given for the consideration by the India Office of the forms applicable to the Indian service, I have not waited until all are ready before sending the enclosed forward.

But it must be borne in mind that if by the issue of forms of tender for the India mails, exclusive of the China mails, the former service is separated from the China service, additional expense might be incurred from the necessity of doubling the lines between Brindisi and Egypt.

I shall be glad if your Lordships, in signifying your approval of the enclosed forms, will be good enough to inform me what date you consider should be fixed for the tenders to be sent in. When the Indian mail service was last advertised, six months was allowed from the issue of the advertisements.

I have only to add that, in a future letter, I shall probably have occasion to offer some observations on the remarks made in the enclosed papers respecting the share to be borne by India of the total cost of the Eastern mail service.

The Lords Commissioners of
Her Majesty's Treasury.

I have, &c.
(signed) *John Manners.*

Enclosure 1, in No. 9.

FORM No. 3. •

TENDER for Conveying HER MAJESTY'S MAILS between *Brindisi* and *Alexandria*,
and between *Suez* and *Bombay*.*

Sir,

WE hereby offer to convey Her Majesty's Mails on the Conditions marked "A," once each way in each week, by steam vessels of adequate power, between the Port of Brindisi and the Port of Alexandria, and between the Port of Suez and the Port of Bombay, at an average speed of 12 knots per hour :—

For the sum of £	per annum if the contract be made for 5 years certain.
For the sum of £	per annum if the contract be made for 6 years certain.
For the sum of £	per annum if the contract be made for 7 years certain.
For the sum of £	per annum if the contract be made for 8 years certain.

† Here state what abatement would be made in each case if the speed be 11½, 11, 10½, or 10 knots per hour between Suez and Bombay.

We agree to be subject to the penalties specified in the fourth condition.

But we will submit to an abatement of £ in the amount of subsidy, on condition that the penalties for delay on the voyage, instead of being absolute, shall not be payable when it is proved to the satisfaction of the Postmaster General that the delay has arisen from causes beyond our control.

We propose as our sureties, in the penalty of 20,000 l., Mr. of
and Mr. of and we refer you to
as persons of whom inquiry can be made as to the responsibility of such sureties.

We agree to commence the service on the 1st of February 1880, and, should such service not be commenced on such day, or on the first day thereafter which the Postmaster General may fix as the day of sailing, we agree to pay to Her Majesty the sum of 100 l. for every day from that time until the said service shall be begun by us; but so that the whole amount of penalties for such failure shall not exceed 20,000 l.

*And we agree to execute a contract for the performance of the said service according to the said conditions, marked "A."

We are, &c.

(Signature) _____

(Address) _____

The Secretary of the Post Office.

CONDITIONS,

Referred to as marked "A."

1. THE contractors to convey, during the continuance of the contract, Her Majesty's mails between Brindisi and Alexandria and between Suez and Bombay by steam vessels; the vessels to call on the voyage between Suez and Bombay, in both directions, at Aden.

2. The mails must be conveyed from Brindisi to Alexandria, and from Alexandria to Brindisi, in 69 hours, and from Suez to Bombay and from Bombay to Suez, in 248 hours, exclusive

* All tenders must be addressed to the Secretary of the Post Office, with the words "Tender for the Conveyance of Mails between Brindisi and Bombay" in the left-hand corner of the envelope. Other things equal, a preference will be given to a tender made upon this printed form, and in exact accordance therewith. Even, however, when this form is used, the parties tendering may, in a separate letter, to be forwarded with the tender, suggest, for consideration, any alteration in the conditions or otherwise. The Postmaster General does not engage, irrespective of other considerations, to accept the lowest tender, nor does he engage to accept any tender.

exclusive of stoppages; except during the prevalence of the south-west monsoon, when 48 hours additional will be allowed for the voyage from Bombay to Suez. The duration of the stoppages to be fixed by the Postmaster General.

3. Under the term "*Her Majesty's Mails*," are to be comprehended all boxes, bags, or packets of letters, newspapers, books or printed papers, and all other articles transmissible by the post, without regard either to the place to which they may be addressed or to that in which they may have originated; also all empty bags, empty boxes, and other stores and articles used, or to be used, in carrying on the Post Office service, which shall be sent by or to or from the British or Indian Post Office.

4. A penalty of 500 £. to be incurred on each occasion when the contractors fail in providing a vessel in accordance with their contract, ready to put to sea at the appointed time, and a further penalty of 100 £. for every day's failure in providing such a vessel after such appointed time; but so that these penalties shall not, in the aggregate, exceed the part of the subsidy applicable to a single voyage, plus the sum of 1,000 £. The contractors also to be subject to a penalty of 25 £. for every complete period of six hours consumed on any outward or homeward voyage between Brindisi and Alexandria, and to a penalty of 100 £. for every complete period of 12 hours consumed on any outward or homeward voyage between Suez and Bombay beyond the number of hours allowed for the voyage, such penalties to be inflicted from whatever cause the delay may arise; but so that the total amount of the last-named penalty for delay on any one voyage shall never exceed the part of the subsidy applicable to such voyage.

5. The payment by the contractors of any penalties shall in no way prejudice the right of the Postmaster General to treat the failure to provide a proper vessel at the appointed time, or to perform a voyage at or within the appointed period, as a breach of the contract.

6. The contractors to supply, during the continuance of the contract, and to the satisfaction of the Postmaster General, a sufficient number of steam vessels of adequate power, and in all respects suited for the performance of the service between Brindisi and Alexandria and between Suez and Bombay within the time stipulated in the tender.

7. The contractors must further provide and keep in complete repair at Bombay a small steam vessel, to be so constructed as to be able at all times of tide to land and embark the mails; but a necessity to use this steam vessel shall give no claim to any addition to the time allowed.

8. The vessels to be always supplied with all necessary and proper machinery, engines, apparel, furniture, stores, tackle, boats, fuel, lamps, oil, tallow, provisions, anchors, cables, fire-pumps, and other proper means for extinguishing fire, lightning conductors, charts, chronometers, proper nautical instruments, and whatsoever else may be necessary for equipping the said vessels, and rendering them constantly efficient for the service to be performed. The vessels to be manned by legally qualified and competent officers, and by a sufficient crew of engineers, able seamen, and other men, and with a competent surgeon, to be subject to the approval of the Postmaster General.

9. If the Postmaster General shall consider any of the vessels unfit for the conveyance of mails, he may require the contractors to show cause why such vessel should not be withdrawn from the service, and unless within six weeks after such requisition the contractors shall show cause to the contrary to the satisfaction of the Postmaster General, he may, at any time after the expiration of the said period, declare such vessel to be unfit for the conveyance of mails, and after such declaration shall have been made, it shall not be lawful for the contractors to employ such vessel in the performance of the contract. In order to determine whether the Postmaster General shall be justified in declaring any vessel unfit for the conveyance of mails, or whether the contractors shall be able to show cause to the contrary, a special examination shall be made of the hull and machinery of any such vessel by such person or persons as may be selected for that purpose by the Postmaster General.

10. The equipments, officers, engineers, and crew of each vessel, when such vessel is in any British port, shall be subject at all times to the inspection of the Postmaster General, or of such other person or persons as he shall at any time or times authorise to make such inspection.

11. The days and hours of departure from the ports of Brindisi, Bombay, Suez, and Alexandria, to be fixed by the Postmaster General, and to be subject to alteration by him from time to time, on a notice to the contractors of three months. The Postmaster General also to have power, by an order to the commander, to delay the departure of any vessel from any port for a period not exceeding 24 hours.

12. On giving reasonable notice to the contractors, the Postmaster General to be at liberty to modify the service in yet more important matters; as, for example, to increase or decrease the frequency of the conveyance of mails between any of the ports, or to extend the conveyance of mails to other ports, or to discontinue the conveyance of mails to any port. The amount to be paid or deducted for any alteration to be settled by agreement, or, failing that, by arbitration in the usual manner.

13. The contractors to provide, to the satisfaction of the Postmaster General, a separate and convenient place of deposit for the mails on board each vessel, and also a room on deck for the purpose of sorting and making up the mails on board the packets employed between Suez and Bombay. The services of the crew to be given in the conveyance of the mails between the mail room and sorting room.

14. Proper accommodation and mess to be provided on board every packet between Suez and Bombay for an officer in the service of the Indian Post Office, to take charge of the mails,

and for an assistant to be employed with the officer in sorting them. The officer to be victualled and otherwise treated as a chief-cabin passenger and the assistant as a fore-cabin passenger. Both, to be allowed to remain on board during the stay of the packet at Suez. Should a further number of officers be required for the purpose of sorting and making up the mails, suitable accommodation and victualling to be provided for such additional officers, and payment for their passage and victualling to be made at the rates charged for ordinary passengers of the same class.

15. At each port where the mails are to be delivered or received, the officer having charge of them shall, whenever he may deem it necessary, be conveyed to and from the shore, with or without the mails (as he may desire), in a suitable boat of not less than four oars, to be furnished with effectual covering for the mails, and to be properly manned and equipped.

16. The contractors and all commanding and other officers of the vessels which may be employed in the performance of the contract, and all agents, seamen, and servants of the contractors, shall, at all times during the continuance of the contract, punctually attend to the orders of the Postmaster General as to the mode, time, and place of embarking and disembarking mails.

17. The commander shall take charge of the mails, whenever he may be required to do so, and be responsible for their due receipt and delivery. He shall also make the usual Post Office declaration, and furnish such journal, returns, and other information, and perform such other services as the Postmaster General may from time to time require.

18. Except such letters as are not required by law to pass through the Post Office, the contractors not to receive, or permit to be received, for conveyance on board any of the vessels employed under the contract, any letters other than those contained in Her Majesty's mails. No mails must be conveyed on behalf of any colony or foreign country without permission of the Postmaster General; and the whole postage of every mail shall, under all circumstances, be at his disposal.

19. The contractors not to convey in any of the vessels employed under this contract any nitro-glycerine or any other article which shall have been legally declared specially dangerous.

20. Every vessel which may have started, or which should have started, before the termination of the contract must complete its voyage in like manner as if the contract remained in force.

21. The contractors, when so required, to be bound to convey from any one port of departure or call, to any other such port, any number of Government passengers not exceeding eight, in any one ship, with or without their wives and children, as chief-cabin or first-class passengers, and any number of non-commissioned and warrant officers not exceeding four, in any one ship, with or without their wives and children, as fore-cabin or second-class passengers, together with servants of both chief and fore-cabin passengers; and any number of seamen, marines, soldiers, or artificers in Her Majesty's service, not exceeding 10 in any one ship, with or without their wives and children, as deck or third-class passengers, to be always provided with effectual protection from rain, sun, and bad weather, and not exposed on deck without such competent shelter, and to have hammocks or bunks (subject to the approval of the Lords Commissioners of the Admiralty) placed between decks.

22. The passengers who shall be conveyed, in pursuance of the last preceding clause, with their families, shall be treated in no respect, whether as regards food, cabin, or other accommodation, or aught else, in a way inferior to that of ordinary passengers of the same class, or that required by the Regulations of Her Majesty's Transport Service. The messing of the first and second class Government passengers shall include, in each day, an imperial pint of good sound bottled or draught ale or beer, and that of the first class, in addition, an imperial pint of good foreign wine. The several classes of passengers shall mess in separate places, and medical attendance, medicine, and medical comforts, mess utensils and fittings, cooking utensils, articles for table use and mess places, fuel, lights, requisite articles of bedding, and all other necessities shall be provided for them in like manner as for ordinary passengers of the like classes respectively.

23. The passage-money for Government passengers or their families to be the same as that charged by the contractors for ordinary passengers of a similar kind, and to include all the requisites specified in the 22nd Condition; and the freight of baggage according to Government scale. Whenever any alterations of rates for ordinary passengers may be made, the Postmaster General and the Lords Commissioners of the Admiralty to be immediately apprised of such alterations.

24. Returns of the embarkation and disembarkation of all Government passengers to be furnished to the Director of Transport Services immediately after the departure and arrival of each vessel.

25. Payments for passage money of Government passengers to be applied for by invoices according to a form to be obtained from the Office of the Director of Transport Services, and to be made upon the production, to the Director, of the orders for the passages, together with a certificate, under the hand of the commanding officer, specifying the number of the third-class passengers (men, women, and children) conveyed, with the ages and sexes of the latter, and stating the periods during which these have been regularly supplied, while on board, with provisions; and also of a certificate, under the hand of each first and second class passenger, of his or her having been landed at the place of destination, and of having been properly accommodated and messed during the voyage, and specifying the dates from and to which they were so messed, computed from the first to the last dinner meal.

26. The

26. The passage money for the wives and families of commissioned and civil officers, when not ordered to be conveyed at the public expense, to be paid to the contractors by the officers themselves.

27. In all cases where an officer in the civil, naval, or military service of Her Majesty, who may not be entitled to a passage at the public expense, shall require a passage on board any of the vessels employed in the performance of the contract, the contractors to be bound, when they have room, to provide such passage, in preference to private passengers, and to charge no higher rate for such passage than is chargeable for ordinary passengers.

28. The contractors to receive on board each of the vessels employed in the performance of the contract, and to convey, on behalf of the Admiralty, any small packages which may be ordered for conveyance; and also (on receiving from the Postmaster General, or his officers or agents, or from the British naval officer in command of the station, two days previous notice) to receive on board any naval or other stores not exceeding 10 tons weight, or 15 tons of 40 cubic feet each in measurement, at any one time, in any one vessel; and to convey and deliver such small packages and stores at the lowest rate of freight charged by the contractors for private goods; immediate notice being given to the Postmaster General and the Lords Commissioners of the Admiralty of any alteration in such rate of freight. The contractors to be in all cases responsible for the custody and safe and speedy delivery of the packages and stores.

29. The Lords Commissioners of the Admiralty shall at any time during the continuance of the contract, if they shall consider it necessary for the public interest, have power and be at liberty to purchase any of the vessels at a valuation, or to charter the same exclusively for Her Majesty's service, at a rate of hire to be mutually fixed and agreed on by them and the contractors.

30. The Postmaster General to be authorised to delegate any of his powers to such persons as he may deem fit to exercise them.

31. The contractors to make any arrangements which may be required relative to quarantine.

32. Except where otherwise specified, none of the duties enumerated in the foregoing conditions to give the contractors any claim to remuneration beyond the general subsidy.

33. Every sum of money forfeited by the contractors to be considered as stipulated or ascertained or liquidated damages, and to be payable whether any damage shall or shall not have been sustained by reason of the breach for which the penalty may be levied. The amount to be deducted by the Postmaster General out of any moneys then payable or which may thereafter become payable to the contractors; or, at his discretion, the payment thereof may be enforced, with full costs of suit.

34. The contract to continue in force until the expiration of a notice to be given in writing at any time by either party 24 calendar months previous to the expiration of the term agreed upon.

35. Subject to deductions for penalties or otherwise, payments to be made quarterly at the General Post Office out of moneys to be provided by Parliament.

36. All notices which the Postmaster General or any of his officers or agents are authorised to give, either to be delivered to the commander of any vessel of the contractors, or to any officer or agent of the contractors in charge of any such vessel, or to be left at the office or last known place of business of the contractors.

37. The contractors not to assign, under-let, or dispose of the contract, or any part thereof, without the consent, in writing, of the Postmaster General.

38. In case of the breach of the 37th Condition, or in case of a great or habitual breach of the contract of any other kind, the Postmaster General to have power, and that without previous notice, to terminate the contract; such termination not to give the contractors any claim to compensation.

39. In pursuance of the provisions of the Act 22 Geo. 3, c. 45, no Member of the House of Commons to be admitted to any share of the contract, or to any benefit arising therefrom.

40. For the due fulfilment of the contract, the contractors to enter into a bond, with two responsible sureties, to be named in their tenders, in the penalty of 20,000 £. Such penalty to be considered and recoverable as liquidated damages.

41. Should any dispute arise respecting the interpretation of any part of the contract to be framed on the basis of these conditions, the same to be settled by arbitration in the usual manner; and a submission to arbitration may be made a rule of court.

42. The contract will not be binding until it has been approved of by a Resolution of the House of Commons.

Enclosure 2, in No. 9.

FORM No. 4.

TENDER for Conveying HER MAJESTY'S MAILS between *Brindisi* and *Bombay*,
via the *Suez Canal*.*

Sir,

WE hereby offer to convey Her Majesty's Mails on the conditions marked "A," once each way in each week, by steam vessels of adequate power, between the Port of Brindisi and the Port of Bombay, via Suez Canal, at an average speed, on either side of the Canal, of 12 knots per hour:

For the sum of £.	per annum if the contract be made for 5 years certain.
For the sum of £.	per annum if the contract be made for 6 years certain.
For the sum of £.	per annum if the contract be made for 7 years certain.
For the sum of £.	per annum if the contract be made for 8 years certain.

† Here state what abatement would be made, in each case, if the speed be 11½, 11, 10½, or 10 knots per hour between Suez and Bombay.

†

‡ The parties tendering to state here the number of hours additional required by them to be allowed for the passage through the Suez Canal.

‡

We agree to be subject to the penalties specified in the fourth condition.

But we will submit to an abatement of £. in the amount of subsidy, on condition that the penalty for delay on the voyage instead of being absolute shall not be payable when it is proved to the satisfaction of the Postmaster General that the delay has arisen from causes beyond our control.

We propose as our sureties, in the penalty of 20,000 £., Mr.

of and Mr. of and we refer you to as persons of whom inquiry can be made as to the responsibility of such sureties.

We agree to commence the service on the 1st of February 1880, and, should such service not be commenced on such day, or on the first day thereafter which the Postmaster General may fix as the day of sailing, we agree to pay to Her Majesty the sum of one hundred pounds for every day from that time until the said service shall be begun by us; but so that the whole amount of penalties for such failure shall not exceed 20,000 £.

And we agree to execute a contract for the performance of the said service, according to the said conditions marked "A."

We are, &c.

(Signature) _____

(Address) _____

The Secretary of the Post Office.

CONDITIONS,

Referred to as marked "A."

1. THE contractors to convey, during the continuance of the contract, Her Majesty's mails between Brindisi and Bombay by steam vessels; the vessels to call on the voyage, in both directions, at Port Said, Suez, and Aden.

2. The duration of the stoppages at the ports of call to be fixed by the Postmaster General. During the prevalence of the south-west monsoon 48 hours additional time to be allowed for the voyage from Bombay to Brindisi.

3. Under the term "*Her Majesty's Mails*," are to be comprehended all boxes, bags, or packets of letters, newspapers, books or printed papers, and all other articles transmissible by the post, without regard either to the place to which they may be addressed or to that in which they may have originated; also all empty bags, empty boxes, and other stores and articles, used or to be used in carrying on the Post Office service, which shall be sent by or to or from the British or Indian Post Office.

4. A penalty of 500 £. to be incurred on each occasion when the contractors fail in providing a vessel, in accordance with their contract, ready to put to sea at the appointed time, and a further penalty of 100 £. for every day's failure in providing such a vessel after

* All Tenders must be addressed to the Secretary of the Post Office, with the words "Tender for the conveyance of mails between Brindisi and Bombay," in the left-hand corner of the envelope. Other things equal, a preference will be given to a Tender made upon this printed Form and in exact accordance therewith. Even, however, when this Form is used, the parties tendering may, in a separate letter, to be forwarded with the Tender, suggest, for consideration, any alterations in the Conditions or otherwise. The Postmaster General does not engage, irrespective of other considerations, to accept the lowest Tender nor does he engage to accept any Tender.

after such appointed time; but so that these penalties shall not, in the aggregate, exceed the part of the subsidy applicable to a single voyage, plus the sum of 1,000 £. The contractors also to be subject to a penalty of 100 £ for every complete period of 12 hours consumed on any voyage from Brindisi to Bombay, and a penalty of 200 £ for every complete period of 12 hours consumed on any voyage from Bombay to Brindisi, from whatever cause arising, beyond the number of hours allowed for the voyage; but so that the total amount of the last-named penalty for delay on any one voyage shall never exceed the part of the subsidy applicable to such voyage.

5. The payment by the contractors of any penalties shall in no way prejudice the right of the Postmaster General to treat the failure to provide a proper vessel at the appointed time, or to perform a voyage at or within the appointed period, as a breach of the contract.

6. The contractors to supply, during the continuance of the contract, and to the satisfaction of the Postmaster General, a sufficient number of steam vessels of adequate power, and in all respects suited for the performance of the service at the speed stipulated in the tender.

7. The contractors must further provide and keep in complete repair at Bombay a small steam vessel, to be so constructed as to be able, at all times of tide, to land and embark the mails; but a necessity to use this steam vessel shall give no claim to any addition to the time allowed.

8. The vessels to be always supplied with all necessary and proper machinery, engines, apparel, furniture, stores, tackle, boats, fuel, lamps, oil, tallow, provisions, anchors, cables, fire-pumps, and other proper means for extinguishing fire, lightning conductors, charts, chronometers, proper nautical instruments, and whatsoever else may be necessary for equipping the said vessels, and rendering them constantly efficient for the service to be performed. The vessels to be manned by legally qualified and competent officers, and by a sufficient crew of engineers, able seamen, and other men, and with a competent surgeon, to be subject to the approval of the Postmaster General.

9. If the Postmaster General shall consider any of the vessels unfit for the conveyance of mails, he may require the contractors to show cause why such vessel should not be withdrawn from the service, and unless within six weeks after such requisition the contractors shall show cause to the contrary, to the satisfaction of the Postmaster General, he may at any time after the expiration of the said period declare such vessel to be unfit for the conveyance of mails, and after such declaration shall have been made it shall not be lawful for the contractors to employ such vessel in the performance of the contract. In order to determine whether the Postmaster General shall be justified in declaring any vessel unfit for the conveyance of mails, or whether the contractors shall be able to show cause to the contrary, a special examination shall be made of the hull and machinery of any such vessel by such person or persons as may be selected for that purpose by the Postmaster General.

10. The equipments, officers, engineers, and crew of each vessel, when such vessel is in any British port, shall be subject at all times to the inspection of the Postmaster General, or of such other person or persons as he shall at any time or times authorise to make such inspection.

11. The days and hours of departure from the ports of Brindisi and Bombay to be fixed by the Postmaster General, and to be subject to alteration by him, from time to time, on a notice to the contractors of three months. The Postmaster General also to have power, by an order to the commander, to delay the departure of any vessel from either port for a period not exceeding 24 hours.

12. On giving reasonable notice to the contractors, the Postmaster General to be at liberty to modify the service in yet more important matters; as, for example, to increase or decrease the frequency of the conveyance of mails between any of the ports, or to extend the conveyance of mails to other ports, or to discontinue the conveyance of mails to any port. The amount to be paid or deducted for any alteration to be settled by agreement, or failing that, by arbitration in the usual manner.

13. The contractors to provide, to the satisfaction of the Postmaster General, a separate and convenient place of deposit for the mails on board each vessel, and also a room on deck for the purpose of sorting and making up the mails on board the packets between Suez and Bombay. The services of the crew to be given in the conveyance of the mails between the mail-room and sorting-room.

14. Proper accommodation and mess to be provided on board every packet between Suez and Bombay for an officer in the service of the Indian Post Office, to take charge of the mails, and for an assistant to be employed with the officer in sorting them. The officer to be victualled and otherwise treated as a chief cabin passenger, and the assistant as a fore cabin passenger; both to be allowed to remain on board during the stay of the packet at Suez. Should a further number of officers be required for the purpose of sorting and making up the mails, suitable accommodation and victualling to be provided for such additional officers, and payment for their passage and victualling to be made at the rates charged for ordinary passengers of the same class.

15. At each port where the mails are to be delivered or received, the officer having charge of them shall, whenever he may deem it necessary, be conveyed to and from the shore, with or without the mails (as he may desire), in a suitable boat of not less than four oars, to be furnished with effectual covering for the mails, and to be properly manned and equipped.

16. The contractors and all commanding and other officers of the vessels which may be employed

employed in the performance of the contract, and all agents, seamen, and servants of the contractors, shall, at all times during the continuance of the contract, punctually attend to the orders of the Postmaster General, as to the mode, time, and place of embarking and disembarking mails.

17. The commander shall take charge of the mails, whenever he may be required to do so, and be responsible for their due receipt and delivery. He shall also make the usual Post Office declaration, and furnish such journals, returns, and other information, and perform such other services, as the Postmaster General may from time to time require.

18. Except such letters as are not required by law to pass through the Post Office, the contractors not to receive, or permit to be received, for conveyance on board any of the vessels employed under the contract, any letters other than those contained in Her Majesty's mails. No mails must be conveyed on behalf of any colony or foreign country without permission of the Postmaster General; and the whole postage of every mail shall, under all circumstances, be at his disposal.

19. The contractors not to convey in any of the vessels employed under this contract any nitro-glycerine or any other article which shall have been legally declared specially dangerous.

20. Every vessel which may have started, or which should have started, before the termination of the contract, must complete its voyage in like manner as if the contract remained in force.

21. The contractors, when so required, to be bound to convey from any one port of departure or call, to any other such port, any number of Government passengers not exceeding eight, in any one ship, with or without their wives and children, as chief cabin or first-class passengers, and any number of non-commissioned and warrant officers not exceeding four, in any one ship, with or without their wives and children, as fore cabin or second-class passengers, together with servants of both chief and fore cabin passengers; and any number of seamen, marines, soldiers, or artificers in Her Majesty's service, not exceeding 10 in any one ship, with or without their wives and children, as deck or third-class passengers, to be always provided with effectual protection from rain, sun, and bad weather, and not exposed on deck without such competent shelter, and to have hammocks or bunks (subject to the approval of the Lords Commissioners of the Admiralty) placed between decks.

22. The passengers who shall be conveyed, in pursuance of the last preceding clause, with their families shall be treated in no respect, whether as regards food, cabin, or other accommodation, or aught else, in a way inferior to that of ordinary passengers of the same class, or that required by the regulations of Her Majesty's Transport Service. The messing of the first and second class Government passengers shall include, in each day, an imperial pint of good sound bottled or draught ale or beer, and that of the first class, in addition, an imperial pint of good foreign wine. The several classes of passengers shall mess in separate places, and medical attendance, medicine, and medical comforts, mess utensils, and fittings, cooking utensils, articles for table use and mess places, fuel, lights, requisite articles of bedding, and all other necessities shall be provided for them in like manner, as for ordinary passengers of the like classes respectively.

23. The passage money for Government passengers or their families to be the same as that charged by the contractors for ordinary passengers of a similar kind, and to include all the requisites specified in the 22nd Condition; and the freight of baggage according to Government scale. Whenever any alterations of rates for ordinary passengers may be made, the Postmaster General and the Lords Commissioners of the Admiralty to be immediately apprised of such alterations.

24. Returns of the embarkation and disembarkation of all Government passengers to be furnished to the Director of Transport Services immediately after the departure and arrival of each vessel.

25. Payments for passage money of Government passengers to be applied for by invoices according to a form to be obtained from the office of the Director of Transport Services, and to be made upon the production, to the Director, of the orders for the passages, together with a certificate, under the hand of the commanding officer, specifying the number of the third class passengers (men, women, and children) conveyed, with the ages and sexes of the latter, and stating the periods during which these have been regularly supplied, while on board, with provisions; and also of a certificate, under the hand of each first and second class passenger, of his or her having been landed at the place of destination, and of having been properly accommodated and messed during the voyage, and specifying the dates from and to which they were so messed, computed from the first to the last dinner meal.

26. The passage money for the wives and families of commissioned and civil officers, when not ordered to be conveyed at the public expense, to be paid to the contractors by the officers themselves.

27. In all cases where an officer in the civil, naval, or military service of Her Majesty, who may not be entitled to a passage at the public expense, shall require a passage on board any of the vessels employed in the performance of the contract, the contractors to be bound, when they have room, to provide such passage, in preference to private passengers, and to charge no higher rate for such passage than is chargeable for ordinary passengers.

28. The contractors to receive on board each of the vessels employed in the performance of the contract, and to convey, on behalf of the Admiralty, any small packages which may be ordered for conveyance; and also (on receiving from the Postmaster General or his officers or agents, or from the British naval officer in command of the station, two days' previous

previous notice) to receive on board any naval or other stores not exceeding 10 tons weight, or 15 tons of 40 cubic feet each in measurement, at any one time, in any one vessel; and to convey and deliver such small packages and stores at the lowest rate of freight charged by the contractors for private goods; immediate notice being given to the Postmaster General and the Lords Commissioners of the Admiralty of any alteration in such rate of freight. The contractors to be in all cases responsible for the custody and safe and speedy delivery of the packages and stores.

29. The Lords Commissioners of the Admiralty shall, at any time during the continuance of the contract, if they shall consider it necessary for the public interest, have power and be at liberty to purchase any of the vessels at a valuation, or to charter the same exclusively for Her Majesty's service, at a rate of hire to be mutually fixed and agreed on by them and the contractors.

30. The Postmaster General to be authorised to delegate any of his powers to such persons as he may deem fit to exercise them.

31. The contractors to make any arrangements which may be required relative to quarantine.

32. Except where otherwise specified, none of the duties enumerated in the foregoing conditions to give the contractors any claim to remuneration beyond the general subsidy.

33. Every sum of money forfeited by the contractors to be considered as stipulated or ascertained or liquidated damages, and to be payable whether any damage shall or shall not have been sustained by reason of the breach for which the penalty may be levied. The amount to be deducted by the Postmaster General out of any moneys then payable, or which may thereafter become payable to the contractors; or, at his discretion, the payment thereof may be enforced, with full costs of suit.

34. The contract to continue in force until the expiration of a notice to be given in writing at any time by either party 24 calendar months previous to the expiration of the term agreed upon.

35. Subject to deductions for penalties or otherwise, payments to be made quarterly at the General Post Office out of moneys to be provided by Parliament.

36. All notices which the Postmaster General or any of his officers or agents are authorised to give, either to be delivered to the commander of any vessel of the contractors, or to any officer or agent of the contractors in charge of any such vessel, or to be left at the office or last known place of business of the contractors.

37. The contractors not to assign, underlet or dispose of the contract, or any part thereof, without the consent in writing of the Postmaster General.

38. In case of the breach of the 37th Condition, or in case of a great or habitual breach of the contract of any other kind, the Postmaster General to have power, and that without previous notice, to terminate the contract; such termination not to give the contractors any claim to compensation.

39. In pursuance of the provisions of the Act 22 Geo. 3, c. 45, no Member of the House of Commons to be admitted to any share of the contract, or to any benefit arising therefrom.

40. For the due fulfilment of the contract, the contractors to enter into a bond, with two responsible sureties, to be named in their tenders, in the penalty of 20,000 £. Such penalty to be considered and recoverable as liquidated damages.

41. Should any dispute arise respecting the interpretation of any part of the contract to be framed on the basis of these Conditions, the same to be settled by arbitration in the usual manner; and a submission to arbitration may be made a rule of Court.

42. The contract will not be binding until it has been approved of by a Resolution of the House of Commons.

— No. 10. —

(10,441.)

The Treasury to the India Office.

Sir,

Treasury Chambers, 22 June 1878.

I AM commanded by the Lords Commissioners of Her Majesty's Treasury to transmit to you herewith, copy of a letter dated the 22nd instant, from the Postmaster General, and of the enclosed forms of tender for the performance of the India Mail Service; and I am to request, with reference to your letter of the 18th instant, you will move the Secretary of State for India in Council to favour my Lords, at his earliest convenience, with any observations he may have to make on the forms of tender.

I am, &c.

(signed) Charles W. Stronge.

Sir Louis Mallet, C.B.,
India Office.

— No. 11. —

(10,597—78.)

The Treasury to the Post Office.

My Lord,

Treasury Chambers, 25 June 1878.

I AM directed by the Lords Commissioners of Her Majesty's Treasury to transmit to you herewith, for your Lordship's information, with reference to your letter of the 22nd instant, forwarding forms of tender for the Indian Mail Service, copy of a letter from the India Office, dated the 25th instant, on the subject; and at the same time I am to state that my Lords approve of the forms of tender in question.

The Postmaster General.

I am, &c.
(signed) *Charles W. Stronge.*

Enclosure in No. 11.

The India Office to the Treasury.

Sir,

India Office, 25 June 1878.

I AM directed by the Secretary of State for India in Council to acknowledge the receipt of Mr. Stronge's letter of the 22nd instant, No. 10,441 of 1878, forwarding for observations two forms of tender for the performance of the India Mail Service.

2. In reply, I am desired to state that the forms of tender appear to be in accordance with the views expressed by the Government of India, and that Viscount Cranbrook has only to observe upon them that he would very much prefer the route between the Port of Brindisi and the Port of Alexandria, and between the Port of Suez and that of Bombay, to the route between Brindisi and Bombay *via* the Suez Canal; but his Lordship assumes that before any tender is accepted he will be allowed an opportunity of considering the offers made.

3. In conclusion, Lord Cranbrook desires to state his strong opinion, that in order to secure full competition the time allowed for sending in tenders should be ample.

The Secretary to the Treasury.

I have, &c.
(signed) *Louis Mallet.*

— No. 12. —

The Post Office to the Treasury.

My Lords,

General Post Office, 26 June 1878.

WITH reference to my letter of the 22nd instant, submitting Forms of Tender for the Indian Mail Service, I have now the honour to lay before your Lordships Draft Forms of Tender :—

First.—For a fortnightly service between Suez and Shanghai.

Secondly.—For a fortnightly service between Brindisi and Alexandria, and between Suez and Shanghai.

Thirdly.—For a fortnightly service between Brindisi and Shanghai by way of the Suez Canal.

Fourthly.—For a combined service, weekly, between Brindisi and Alexandria, and between Suez and Bombay; and, fortnightly, between Suez and Shanghai.

Fifthly.—For a combined service, through the Suez Canal, weekly, between Brindisi and Bombay; and, fortnightly, between Suez and Shanghai.

In all these Forms strict attention has been paid to the directions laid down in your letter of the 20th instant.

On being informed that your Lordships approve of these Forms, I will cause them to be printed, and issued to all applicants.

The Lords Commissioners of
Her Majesty's Treasury.

I have, &c.
(signed) *John Manners.*

Enclosure 1, in No. 12.

TENDER for conveying HER MAJESTY'S MAILS between *Brindisi* and *Alexandria*,
between *Suez* and *Bombay*, and between *Suez* and *Shanghai*.*

FORM No. 1.

Sir,

WE hereby offer to convey Her Majesty's Mails on the Conditions marked "A," once each way in each week, by Steam Vessels of adequate power, between the Port of Brindisi and the Port of Alexandria, and between the Port of Suez and the Port of Bombay, at an average speed of 12 knots per hour; and, once each way in each alternate week, between the Port of Suez and the Port of Shanghai, at an average rate of speed of 11 knots per hour:—

For the sum of £.	per annum, if the contract be made for 5 years certain.
For the sum of £.	per annum, if the contract be made for 6 years certain.
For the sum of £.	per annum, if the contract be made for 7 years certain.
For the sum of £.	per annum, if the contract be made for 8 years certain.

† Here state what abatement would be made, in each case, if the speed be 11½, 11, 10½, or 10 knots per hour between Suez and Bombay, and what abatement would be made in each case, if the speed be 10½, 10, or 9½ knots per hour between Suez and Shanghai.

We agree to be subject to the penalties specified in the Fourth Condition.

But we will submit to an abatement of £. _____ in the amount of subsidy, on condition that the penalties for delay on the voyage instead of being absolute shall not be payable when it is proved to the satisfaction of the Postmaster General that the delay has arisen from causes beyond our control.

We propose as our sureties, in the penalty of £. 40,000, Mr. _____ of _____, and Mr. _____ of _____, and we refer you to _____ as persons of whom inquiry can be made as to the responsibility of such sureties.

We agree to commence the service on the 1st of February 1880, and, should such service not be commenced on such day, or on the first day thereafter which the Postmaster General may fix as the day of sailing, we agree to pay to Her Majesty the sum of one hundred pounds for every day from that time until the said service shall be begun by us; but so that the whole amount of penalties for such failure shall not exceed £. 40,000.

And we agree to execute a contract for the performance of the said service according to the said Conditions marked "A."

We are, &c.

(Signature) _____

(Address) _____

The Secretary of the Post Office.

CONDITIONS,

Referred to as marked "A."

1. THE contractors to convey, during the continuance of the contract, Her Majesty's mails between Brindisi and Alexandria, between Suez and Bombay, and between Suez and Shanghai; the vessels to call on the voyage between Suez and Bombay, in both directions, at Aden, and on the voyage between Suez and Shanghai, in both directions, at Aden, Point de Galle (or, at the option of the Postmaster General, at Colombo), Penang, Singapore, and Hong Kong.

2. The mails must be conveyed from Brindisi to Alexandria, and from Alexandria to Brindisi, in 69 hours, from Suez to Bombay and from Bombay to Suez, in 248½ hours, and from Suez to Shanghai and from Shanghai to Suez in 668½ hours, exclusive of stoppages; except during the prevalence of the north-east monsoon, when 48 hours additional will be allowed for the voyage from Suez to Shanghai, and during the prevalence of the south-west monsoon, when 48 hours additional will be allowed for the voyage from Bombay to Suez, and 96 hours for the voyage from Shanghai to Suez. The duration of the stoppages to be fixed by the Postmaster General.

3. Under

* All Tenders must be addressed to the Secretary of the Post Office, with the words "Tender for the Conveyance of the India and China Mails," in the left-hand corner of the envelope. Other things equal, a preference will be given to a Tender made upon this printed Form and in exact accordance therewith. Even, however, when this Form is used, the parties tendering may, in a separate letter, to be forwarded with the Tender, suggest, for consideration, any alterations in the Conditions or otherwise. The Postmaster General does not engage, irrespective of other considerations, to accept the lowest Tender, nor does he engage to accept any Tender.

† These figures are based upon rates of speed of 12 and 11 knots respectively, and will require to be altered if lower rates of speed be stipulated for.

3. Under the term "Her Majesty's Mails," are to be comprehended all boxes, bags, or packets of letters, newspapers, books or printed papers, and all other articles transmissible by the post without regard either to the place to which they may be addressed, or to that in which they may have originated; also all empty bags, empty boxes, and other stores and articles, used or to be used in carrying on the Post Office service, which shall be sent by or to or from the British or Indian Post Office.

4. A penalty of 500 £. to be incurred on each occasion when the contractors fail in providing a vessel, in accordance with their contract, ready to put to sea at the appointed time, and a further penalty of 100 £. for every day's failure in providing such a vessel after such appointed time; but so that these penalties shall not, in the aggregate, exceed the part of the subsidy applicable to a single voyage, plus the sum of 1,000 £. The contractors also to be subject to a penalty of 25 £. for every complete period of six hours consumed on any outward or homeward voyage between Brindisi and Alexandria, and to a penalty of 100 £. for every complete period of twelve hours consumed on any outward or homeward voyage between Suez and Bombay or between Suez and Shanghai beyond the number of hours allowed for the voyage, such penalties to be inflicted from whatever cause the delay may arise; but so that the total amount of the penalty for delay on any one voyage shall never exceed the part of the subsidy applicable to such voyage.

5. The payment by the contractors of any penalties shall in no way prejudice the right of the Postmaster General to treat the failure to provide a proper vessel at the appointed time, or to perform a voyage at or within the appointed period, as a breach of the contract.

6. The contractors to supply, during the continuance of the contract, and to the satisfaction of the Postmaster General, a sufficient number of steam vessels of adequate power, and in all respects suited for the performance of the service between Brindisi and Alexandria, between Suez and Bombay, and between Suez and Shanghai, within the time stipulated in the tender.

7. The contractors must further provide and keep in complete repair at Bombay a small steam vessel, to be so constructed as to be able, at all times of tide, to land and embark the mails; but a necessity to use this steam vessel shall give no claim to any addition to the time allowed.

8. The vessels to be always supplied with all necessary and proper machinery, engines, apparel, furniture, stores, tackle, boats, fuel, lamps, oil, tallow, provisions, anchors, cables, fire-pumps, and other proper means for extinguishing fire, lightning conductors, charts, chronometers, proper nautical instruments, and whatsoever else may be necessary for equipping the said vessels, and rendering them constantly efficient for the service to be performed. The vessels to be manned by legally qualified and competent officers, and by a sufficient crew of engineers, able seamen, and other men, and with a competent surgeon, to be subject to the approval of the Postmaster General.

9. If the Postmaster General shall consider any of the vessels unfit for the conveyance of mails, he may require the contractors to show cause why such vessels should not be withdrawn from the service, and unless within six weeks after such requisition the contractors shall show cause to the contrary, to the satisfaction of the Postmaster General, he may at any time after the expiration of the said period declare such vessel to be unfit for the conveyance of mails, and after such declaration shall have been made it shall not be lawful for the contractors to employ such vessel in the performance of the contract. In order to determine whether the Postmaster General shall be justified in declaring any vessel unfit for the conveyance of mails, or whether the contractors shall be able to show cause to the contrary, a special examination shall be made of the hull and machinery of any such vessel by such person or persons as may be selected for that purpose by the Postmaster General.

10. The equipments, officers, engineers and crew of each vessel, when such vessel is in any British port, shall be subject at all times to the inspection of the Postmaster General, or of such other person or persons as he shall at any time or times authorise to make such inspection.

11. The days and hours of departure from the ports of Brindisi, Bombay, Shanghai, Suez, and Alexandria, to be fixed by the Postmaster General, and to be subject to alteration by him, from time to time, on a notice to the contractors, of three months. The Postmaster General also to have power, by an order to the commander, to delay the departure of any vessel from any port for a period not exceeding 24 hours.

12. On giving reasonable notice to the contractors, the Postmaster General to be at liberty to modify the service in yet more important matters; as, for example, to increase or decrease the frequency of the conveyance of mails between any of the ports, or to extend the conveyance of mails to other ports, or to discontinue the conveyance of mails to any port. The amount to be paid or deducted for any alteration to be settled by agreement, or failing that, by arbitration in the usual manner.

13. The contractors to provide, to the satisfaction of the Postmaster General, a separate and convenient place of deposit for the mails on board each vessel, and also a room on deck for the purpose of sorting and making up the mails on board the packets employed between Suez and Bombay, and a room for the purpose of sorting and making up the mails on board the packets employed between Singapore and Hong Kong. The services of the crew to be given in the conveyance of the mails between the mail-room and sorting-room.

14. Proper accommodation and mess to be provided on board every packet between
Suez

Suez and Bombay for an officer in the service of the Indian Post Office, to take charge of the mails, and for an assistant to be employed with the officer in sorting them. Similar accommodation and mess to be provided on board every packet between Singapore and Hong Kong for an officer in the service of the Hong Kong Post Office, to sort the Hong Kong mails. The officers to be victualled and otherwise treated as chief cabin passengers, and the assistants as fore cabin passengers. Both the officer of the Indian Post Office and his assistant to be allowed to remain on board during the stay of the packet at Suez. Should a further number of officers be required for the purpose of sorting and making up the mails between Suez and Bombay, suitable accommodation and victualling to be provided for such additional officers, and payment for their passage and victualling to be made at the rates charged for ordinary passengers of the same class.

15. At each port where the mails are to be delivered or received, the officer having charge of them shall, whenever he may deem it necessary, be conveyed to and from the shore, with or without the mails (as he may desire), in a suitable boat of not less than four oars, to be furnished with effectual covering for the mails, and to be properly manned and equipped.

16. The contractors and all commanding and other officers of the vessels which may be employed in the performance of the contract, and all agents, seamen and servants of the contractors, shall, at all times during the continuance of the contract, punctually attend to the orders of the Postmaster General, as to the mode, time and place of embarking and disembarking mails.

17. The commander shall take charge of the mails, whenever he may be required to do so, and be responsible for their due receipt and delivery. He shall also make the usual Post Office declaration, and furnish such journal, returns, and other information, and perform such other services, as the Postmaster General may, from time to time, require.

18. Except such letters as are not required by law to pass through the Post Office, the contractors not to receive, or permit to be received, for conveyance on board any of the vessels employed under the contract, any letters other than those contained in Her Majesty's mails. No mails must be conveyed on behalf of any colony or foreign country without permission of the Postmaster General; and the whole postage of every mail shall, under all circumstances, be at his disposal.

19. The contractors not to convey in any of the vessels employed under this contract any nitro-glycerine or any other article which shall have been legally declared specially dangerous.

20. Every vessel which may have started, or which should have started, before the termination of the contract must complete its voyage in like manner as if the contract remained in force.

21. The contractors when so required, to be bound to convey from any one port of departure or call, to any other such port, any number of Government passengers not exceeding eight in any one ship, with or without their wives and children, as chief cabin or first-class passengers, and any number of non-commissioned and warrant officers not exceeding four, in any one ship, with or without their wives and children, as fore cabin or second-class passengers, together with servants of both chief and fore cabin passengers; and any number of seamen, marines, soldiers, or artificers in Her Majesty's service, not exceeding 10 in any one ship, with or without their wives and children, as deck or third-class passengers, to be always provided with effectual protection from rain, sun, and bad weather, and not exposed on deck without such competent shelter, and to have hammocks or bunks (subject to the approval of the Lords Commissioners of the Admiralty) placed between decks.

22. The passengers who shall be conveyed, in pursuance of the last preceding clause, with their families, shall be treated in no respect, whether as regards food, cabin, or other accommodation, or aught else, in any way inferior to that of ordinary passengers of the same class, or that required by the Regulations of Her Majesty's Transport Service. The messing of the first and second class Government passengers shall include, in each day, an imperial pint of good sound bottled or draught ale or beer, and that of the first class, in addition, an imperial pint of good foreign wine. The several classes of passengers shall mess in separate places, and medical attendance, medicine, and medical comforts, mess utensils and fittings, cooking utensils, articles for table use and mess places, fuel, lights, requisite articles of bedding, and all other necessities, shall be provided for them in like manner, as for ordinary passengers of the like classes respectively.

23. The passage money for Government passengers or their families to be the same as that charged by the contractors for ordinary passengers of a similar kind, and to include all the requisites specified in the 22nd Condition; and the freight of baggage according to Government scale. Whenever any alterations of rates for ordinary passengers may be made, the Postmaster General and the Lords Commissioners of the Admiralty to be immediately apprised of such alterations.

24. Returns of the embarkation and disembarkation of all Government passengers to be furnished to the Director of Transport Services immediately after the departure and arrival of each vessel.

25. Payments for passage money of Government passengers to be applied for by invoices according to a form to be obtained from the office of the Director of Transport Services, and to be made upon the production, to the Director, of the orders for the passages, together with a certificate, under the hand of the commanding officer, specifying the number

of third-class passengers (men, women, and children) conveyed, with the ages and sexes of the latter, and stating the periods during which these have been regularly supplied, while on board, with provisions; and also of a certificate, under the hand of each first and second-class passenger, of his or her having been landed at the place of destination, and of having been properly accommodated and messed during the voyage, and specifying the dates from and to which they were so messed, computed from the first to the last dinner meal.

26. The passage money for the wives and families of commissioned and civil officers, when not ordered to be conveyed at the public expense, to be paid to the contractors by the officers themselves.

27. In all cases where an officer in the civil, naval, or military service of Her Majesty, who may not be entitled to a passage at the public expense, shall require a passage on board any of the vessels employed in the performance of the contract, the contractors to be bound, when they have room to provide such passage, in preference to private passengers, and to charge no higher rate for such passage than is chargeable for ordinary passengers.

28. The contractors to receive on board each of the vessels employed in the performance of the contract, and to convey, on behalf of the Admiralty, any small packages which may be ordered for conveyance; and also (on receiving from the Postmaster General or his officers or agents, or from the British naval officer in command of the station; two days' previous notice) to receive on board any naval or other stores not exceeding ten tons weight, or fifteen tons of 40 cubic feet each in measurement, at any one time, in any one vessel; and to convey and deliver such small packages and stores at the lowest rate of freight charged by the contractors for private goods; immediate notice being given to the Postmaster General and the Lords Commissioners of the Admiralty of any alteration in such rate of freight. The contractors to be in all cases responsible for the custody and safe and speedy delivery of the packages and stores.

29. The Lords Commissioners of the Admiralty shall at any time during the continuance of the contract, if they shall consider it necessary for the public interest, have power and be at liberty to purchase any of the vessels at a valuation, or to charter the same exclusively for Her Majesty's service, at a rate of hire to be mutually fixed and agreed on by them and the contractors.

30. The Postmaster General to be authorized to delegate any of his powers to such persons as he may deem fit to exercise them.

31. The contractors to make any arrangements which may be required relative to quarantine.

32. Except where otherwise specified, none of the duties enumerated in the foregoing conditions to give the contractors any claim to remuneration beyond the general subsidy.

33. Every sum of money forfeited by the contractors to be considered as stipulated or ascertained or liquidated damages, and to be payable whether any damage shall or shall not have been sustained by reason of the breach for which the penalty may be levied. The amount to be deducted by the Postmaster General out of any moneys then payable or which may thereafter become payable to the contractors; or, at his discretion, the payment thereof may be enforced, with full costs of suit.

34. The contract to continue in force until the expiration of a notice to be given in writing at any time by either party 24 calendar months previous to the expiration of the term agreed upon.

35. Subject to deductions for penalties or otherwise, payments to be made quarterly at the General Post Office out of moneys to be provided by Parliament.

36. All notices which the Postmaster General or any of his officers or agents are authorized to give, either to be delivered to the commander of any vessel of the contractors, or to any officer or agent of the contractors in charge of any such vessel, or to be left at the office or last known place of business of the contractors.

37. The contractors not to assign, underlet or dispose of the contract, or any part thereof, without the consent, in writing, of the Postmaster General.

38. In case of the breach of the 37th Condition, or in case of a great or habitual breach of the contract of any other kind, the Postmaster General to have power, and that without previous notice, to terminate the contract; such termination not to give the contractors any claim to compensation.

39. In pursuance of the provisions of the Act 22 Geo. 3, c. 45, no Member of the House of Commons to be admitted to any share of the contract, or to any benefit arising therefrom.

40. For the due fulfilment of the contract, the contractors to enter into a bond, with two responsible sureties, to be named in their tenders, in the penalty of 40,000 £.; such penalty to be considered and recoverable as liquidated damages.

41. Should any dispute arise respecting the interpretation of any part of the contract to be framed on the basis of these Conditions, the same to be settled by arbitration in the usual manner; and a submission to arbitration may be made a rule of court.

42. The contract will not be binding until it has been approved of by a Resolution of the House of Commons.

Enclosure 2, in No. 12.

FORM No. 2.

TENDER for Conveying HER MAJESTY'S MAILS between *Brindisi* and *Bombay*, and *Brindisi* and *Shanghai*, *viâ* the *Suez Canal*.*

Sir,

WE hereby offer to convey Her Majesty's mails on the conditions marked "A," once each way in each week, by steam vessels of adequate power, between the Port of Brindisi and the Port of Bombay, *viâ* Suez Canal, at an average speed, on either side of the Canal, of 12 knots per hour, and once each way in each alternate week between the Port of Brindisi and the Port of Shanghai, *viâ* Suez Canal, at an average speed, between Brindisi and Port Said, of 12 knots per hour, and between Suez and Shanghai of 11 knots per hour.

For the sum of £	per annum if the contract be made for 5 years certain.
For the sum of £	per annum if the contract be made for 6 years certain.
For the sum of £	per annum if the contract be made for 7 years certain.
For the sum of £	per annum if the contract be made for 8 years certain.

† Here state what abatement would be made, in each case, if the speed be 11½, 11, 10½, or 10 knots per hour between Suez and Bombay, and what abatement would be made, in each case, if the speed be 10½, 10, or 9½ knots per hour between Suez and Shanghai.

We agree to be subject to the penalties specified in the fourth condition.

But we will submit to an abatement of £ _____ in the amount of subsidy, on condition that the penalty for delay on the voyage instead of being absolute shall not be payable when it is proved to the satisfaction of the Postmaster General that the delay has arisen from causes beyond our control.

‡ The parties tendering to state here the number of hours additional required by them to be allowed for the passage through the Suez Canal.

We propose as our sureties, in the penalty of 40,000 l., Mr. _____ of _____ and Mr. _____ of _____ and we refer you to _____ as persons of whom inquiry can be made as to the responsibility of such sureties.

We agree to commence the service on the 1st of February 1880, and, should such service not be commenced on such day, or on the first day thereafter which the Postmaster General may fix as the day of sailing, we agree to pay to Her Majesty the sum of 100 l. for every day from that time until the said service shall be begun by us; but so that the whole amount of penalties for such failure shall not exceed 40,000 l.

And we agree to execute a contract for the performance of the said service according to the said Conditions marked "A."

We are, &c.

(Signature) _____

(Address) _____

The Secretary of the Post Office.

CONDITIONS,

Referred to as marked "A."

1. THE contractors to convey, during the continuance of the contract, Her Majesty's mails between Brindisi and Bombay; the vessels to call on the voyage, in both directions, at Port Said, Suez, and Aden, and between Brindisi and Shanghai; the vessels to call on the voyage, in both directions, at Port Said, Suez, Aden, Point de Galle (or, at the option of the Postmaster General, at Colombo), Penang, Singapore, and Hong Kong.

2. The duration of the stoppages at the ports of call to be fixed by the Postmaster General. During the prevalence of the north-east monsoon, 48 hours additional time to be allowed

* All Tenders must be addressed to the Secretary of the Post Office, with the words "Tender for the conveyance of the India and China Mails," in the left-hand corner of the envelope. Other things equal, a preference will be given to a Tender made upon this printed Form and in exact accordance therewith. Even, however, when this Form is used, the parties tendering may, in a separate letter, to be forwarded with the Tender, suggest, for consideration, any alteration in the Conditions or otherwise. The Postmaster General does not engage, irrespective of other considerations, to accept the lowest Tender, nor does he engage to accept any Tender.

allowed for the voyage from Suez to Shanghai, and during the prevalence of the south-west monsoon, 48 hours additional time to be allowed for the voyage from Bombay to Brindisi, and 96 hours for the voyage from Shanghai to Brindisi.

3. Under the term "Her Majesty's mails," are to be comprehended all boxes, bags, or packets of letters, newspapers, books or printed papers, and all other articles transmissible by the post, without regard either to the place to which they may be addressed or to that in which they may have originated; also all empty bags, empty boxes, and other stores and articles, used or to be used in carrying on the Post Office service, which shall be sent by or to or from the British or Indian Post Office.

4. A penalty of 500 £. to be incurred on each occasion when the contractors fail in providing a vessel, in accordance with their contract, ready to put to sea at the appointed time, and a further penalty of 100 £. for every day's failure in providing such a vessel after such appointed time; but so that these penalties shall not, in the aggregate, exceed the part of the subsidy applicable to a single voyage, plus the sum of 1,000 £. The contractors also to be subject to a penalty of 100 £. for every complete period of 12 hours consumed on any voyage from Brindisi to Bombay or Shanghai, and a penalty of 200 £. for every complete period of 12 hours consumed on any voyage from Bombay or Shanghai to Brindisi, from whatever cause arising, beyond the number of hours allowed for the voyage; but so that the total amount of the penalty for delay on any one voyage shall never exceed the part of the subsidy applicable to such voyage.

5. The payment by the contractors of any penalties shall in no way prejudice the right of the Postmaster General to treat the failure to provide a proper vessel at the appointed time, or to perform a voyage at or within the appointed period, as a breach of the contract.

6. The contractors to supply, during the continuance of the contract, and to the satisfaction of the Postmaster General, a sufficient number of steam vessels of adequate power, and in all respects suited for the performance of the service at the speed stipulated in the tender.

7. The contractors must further provide and keep in complete repair at Bombay a small steam vessel, to be so constructed as to be able, at all times of tide, to land and embark the mails; but a necessity to use this steam vessel shall give no claim to any addition to the time allowed.

8. The vessels to be always supplied with all necessary and proper machinery, engines, apparel, furniture, stores, tackle, boats, fuel, lamps, oil, tallow, provisions, anchors, cables, fire-pumps, and other proper means for extinguishing fire, lightning conductors, charts, chronometers, proper nautical instruments, and whatsoever else may be necessary for equipping the said vessels, and rendering them constantly efficient for the service to be performed. The vessels to be manned by legally qualified and competent officers, and by a sufficient crew of engineers, able seamen, and other men, and with a competent surgeon, to be subject to the approval of the Postmaster General.

9. If the Postmaster General shall consider any of the vessels unfit for the conveyance of mails, he may require the contractors to show cause why such vessels should not be withdrawn from the service, and unless within six weeks after such requisition the contractors shall show cause to the contrary to the satisfaction of the Postmaster General, he may at any time after the expiration of the said period declare such vessel to be unfit for the conveyance of mails, and after such declaration shall have been made it shall not be lawful for the contractors to employ such vessel in the performance of the contract. In order to determine whether the Postmaster General shall be justified in declaring any vessel unfit for the conveyance of mails, or whether the contractors shall be able to show cause to the contrary, a special examination shall be made of the hull and machinery of any such vessel by such person or persons as may be selected for that purpose by the Postmaster General.

10. The equipments, officers, engineers, and crew of each vessel, when such vessel is in any British port, shall be subject at all times to the inspection of the Postmaster General, or of such other person or persons as he shall at any time or times authorise to make such inspection.

11. The days and hours of departure from the ports of Brindisi, Bombay, and Shanghai, to be fixed by the Postmaster General, and to be subject to alteration by him, from time to time, on a notice to the contractors of three months. The Postmaster General also to have power, by an order to the commander, to delay the departure of any vessel from either port for a period not exceeding 24 hours.

12. On giving reasonable notice to the contractors, the Postmaster General to be at liberty to modify the service in yet more important matters; as, for example, to increase or decrease the frequency of the conveyance of mails between any of the ports or to extend the conveyance of mails to other ports, or to discontinue the conveyance of mails to any port. The amount to be paid or deducted for any alteration to be settled by agreement, or failing that, by arbitration in the usual manner.

13. The contractors to provide, to the satisfaction of the Postmaster General, a separate and convenient place of deposit for the mails on board each vessel, and also a room on deck for the purpose of sorting and making up the mails on board the packets between Suez and Bombay, and a room for the purpose of sorting and making up the mails on board the packets employed between Singapore and Hong Kong. The services of the crew to be given in the conveyance of the mails between the mail room and sorting room.

14. Proper accommodation and mess to be provided on board every packet between Suez

Suez and Bombay for an officer in the service of the Indian Post Office, to take charge of the mails, and for an assistant to be employed with the officer in sorting them. Similar accommodation and mess to be provided on board every packet between Singapore and Hong Kong for an officer in the service of the Hong Kong Post Office to sort the Hong Kong mails. The officers to be victualled and otherwise treated as chief cabin passengers, and the assistants as fore cabin passengers. Both the officer of the Indian Post Office and his assistant to be allowed to remain on board during the stay of the packet at Suez. Should a further number of officers be required for the purpose of sorting and making up the mails between Suez and Bombay, suitable accommodation and victualling to be provided for such additional officers, and payment for their passage and victualling to be made at the rates charged for ordinary passengers of the same class.

15. At each port where the mails are to be delivered or received, the officer having charge of them shall, whenever he may deem it necessary, be conveyed to and from the shore, with or without the mails (as he may desire), in a suitable boat of not less than four oars, to be furnished with effectual covering for the mails, and to be properly manned and equipped.

16. The contractors and all commanders and other officers of the vessels which may be employed in the performance of the contract, and all agents, seamen, and servants of the contractors, shall, at all times during the continuance of the contract, punctually attend to the orders of the Postmaster General as to the mode, time, and place of embarking and disembarking mails.

17. The commander shall take charge of the mails, whenever he may be required to do so, and be responsible for their due receipt and delivery. He shall also make the usual Post Office declaration, and furnish such journal, returns, and other information, and perform such other services as the Postmaster General may, from time to time, require.

18. Except such letters as are not required by law to pass through the Post Office, the contractors not to receive, or permit to be received, for conveyance on board any of the vessels employed under the contract, any letters other than those contained in Her Majesty's mails. No mails must be conveyed on behalf of any colony or foreign country without permission of the Postmaster General; and the whole postage of every mail shall, under all circumstances, be at his disposal.

19. The contractors not to convey in any of the vessels employed under this contract any nitro-glycerine or any other article which shall have been legally declared specially dangerous.

20. Every vessel which may have started, or which should have started, before the termination of the contract must complete its voyage in like manner as if the contract remained in force.

21. The contractors when so required, to be bound to convey from any one port of departure or call, to any other such port, any number of Government passengers not exceeding eight, in any one ship, with or without their wives and children, as chief cabin or first class passengers, and any number of non-commissioned and warrant officers not exceeding four, in any one ship, with or without their wives and children, as fore cabin or second class passengers, together with servants of both chief and fore cabin passengers; and any number of seamen, marines, soldiers, or artificers in Her Majesty's service, not exceeding ten in any one ship, with or without their wives and children, as deck or third class passengers, to be always provided with effectual protection from rain, sun, and bad weather, and not exposed on deck without such competent shelter, and to have hammocks or bunks (subject to the approval of the Lords Commissioners of the Admiralty) placed between decks.

22. The passengers who shall be conveyed, in pursuance of the last preceding clause, with their families shall be treated in no respect, whether as regards food, cabin, or other accommodation, or aught else, in a way inferior to that of ordinary passengers of the same class, or that required by the regulations of Her Majesty's transport service. The messing of the first and second class Government passengers shall include, in each day, an imperial pint of good sound bottled or draught ale or beer, and that of the first class, in addition, an imperial pint of good foreign wine. The several classes of passengers shall mess in separate places, and medical attendance, medicine, and medical comforts, mess utensils and fittings, cooking utensils, articles for table use and mess places, fuel, lights, requisite articles of bedding, and all other necessities shall be provided for them in like manner, as for ordinary passengers of the like classes respectively.

23. The passage-money for Government passengers or their families to be the same as that charged by the contractors for ordinary passengers of a similar kind, and to include all the requisites specified in the 22nd Condition; and the freight of baggage according to Government scale. Whenever any alterations of rates for ordinary passengers may be made, the Postmaster General and the Lords Commissioners of the Admiralty to be immediately apprised of such alterations.

24. Returns of the embarkation and disembarkation of all Government passengers to be furnished to the Director of Transport Services immediately after the departure and arrival of each vessel.

25. Payments for passage-money of Government passengers to be applied for by invoices according to a form to be obtained from the office of the Director of Transport Services, and to be made upon the production, to the Director, of the orders for the passages, together with a certificate under the hand of the commanding officer, specifying the number of the

third class passengers (men, women, and children) conveyed, with the ages and sexes of the latter, and stating the periods during which these have been regularly supplied, while on board, with provisions; and also a certificate, under the hand of each first and second class passenger, of his or her having been landed at the place of destination, and of having been properly accommodated and messed during the voyage, and specifying the dates from and to which they were so messed, computed from the first to the last dinner meal.

26. The passage money for the wives and families of commissioned and civil officers, when not ordered to be conveyed at the public expense, to be paid to the contractors by the officers themselves.

27. In all cases where an officer in the civil, naval, or military service of Her Majesty, who may not be entitled to a passage at the public expense, shall require a passage on board any of the vessels employed in the performance of the contract, the contractors to be bound, when they have room, to provide such passage, in preference to private passengers, and to charge no higher rate for such passage than is chargeable for ordinary passengers.

28. The contractors to receive on board each of the vessels employed in the performance of the contract, and to convey, on behalf of the Admiralty, any small packages which may be ordered for conveyance; and also (on receiving from the Postmaster General or his officers or agents, or from the British naval officer in command of the station, two days' previous notice) to receive on board any naval or other stores not exceeding 10 tons weight, or 15 tons of 40 cubit feet each in measurement, at any one time, in any one vessel; and to convey and deliver such small packages and stores at the lowest rate of freight charged by the contractors for private goods; immediate notice being given to the Postmaster General and the Lords Commissioners of the Admiralty of any alteration in such rate of freight. The contractors to be in all cases responsible for the custody and safe and speedy delivery of the packages and stores.

29. The Lords Commissioners of the Admiralty shall at any time during the continuance of the contract, if they shall consider it necessary for the public interest, have power and be at liberty to purchase any of the vessels at a valuation, or to charter the same exclusively for Her Majesty's service, at a rate of hire to be mutually fixed and agreed on by them and the contractors.

30. The Postmaster General to be authorised to delegate any of his powers to such persons as he may deem fit to exercise them.

31. The contractors to make any arrangements which may be required relative to quarantine.

32. Except where otherwise specified, none of the duties enumerated in the foregoing Conditions to give the contractors any claim to remuneration beyond the general subsidy.

33. Every sum of money forfeited by the contractors to be considered as stipulated or ascertained or liquidated damages, and to be payable whether any damage shall or shall not have been sustained by reason of the breach for which the penalty may be levied. The amount to be deducted by the Postmaster General out of any moneys then payable or which may thereafter become payable to the contractors; or, at his discretion, the payment thereof may be enforced, with full costs of suit.

34. The contract to continue in force until the expiration of a notice to be given in writing at any time by either party 24 calendar months previous to the expiration of the term agreed upon.

35. Subject to deductions for penalties or otherwise, payments to be made quarterly at the General Post Office out of moneys to be provided by Parliament.

36. All notices which the Postmaster General or any of his officers or agents are authorised to give, either to be delivered to the commander of any vessel of the contractors or to any officer or agent of the contractors in charge of any such vessel, or to be left at the office or last known place of business of the contractors.

37. The contractors not to assign, underlet, or dispose of the contract, or any part thereof, without the consent, in writing, of the Postmaster General.

38. In case of the breach of the 37th Condition, or in case of a great or habitual breach of the contract of any other kind, the Postmaster General to have power, and that without previous notice, to terminate the contract; such termination not to give the contractors any claim to compensation.

39. In pursuance of the provisions of the Act 22 Geo. 3, c. 45, no Member of the House of Commons to be admitted to any share of the contract, or to any benefit arising therefrom.

40. For the due fulfilment of the contract, the contractors to enter into a bond, with two responsible sureties, to be named in their tenders, in the penalty of 40,000 £. Such penalty to be considered and recoverable as liquidated damages.

41. Should any dispute arise respecting the interpretation of any part of the contract to be framed on the basis of these Conditions, the same to be settled by arbitration in the usual manner; and a submission to arbitration may be made a rule of court.

42. The contract will not be binding until it has been approved of by a Resolution of the House of Commons.

Enclosure 3, in No. 12.

FORM No. 5.

TENDER for Conveying HER MAJESTY'S MAILS between *Brindisi and Alexandria*
and between *Suez and Shanghai*.*

Sir,

WE hereby offer to convey Her Majesty's mails on the conditions marked "A," once each way in each alternate week, by steam vessels of adequate power, between the port of Brindisi and the port of Alexandria, at an average speed of 12 knots per hour, and between the port of Suez and the port of Shanghai, at an average speed of 11 knots per hour:—

For the sum of £.	per annum if the contract be made for five years certain.
For the sum of £.	per annum if the contract be made for six years certain.
For the sum of £.	per annum if the contract be made for seven years certain.
For the sum of £.	per annum if the contract be made for eight years certain.

†

† Here state what abatement would be made, in each case, if the speed be 10½, 10, or 9½ knots per hour between Suez and Shanghai.

We agree to be subject to the penalties specified in the fourth condition.

But we will submit to an abatement of £. in the amount of subsidy, on condition that the penalties for delay on the voyage instead of being absolute shall not be payable when it is proved to the satisfaction of the Postmaster General that the delay has arisen from causes beyond our control.

We propose as our sureties, in the penalty of 20,000 £., Mr.

and Mr.

of

and we refer you to

as persons of whom inquiry can be made as to the

responsibility of such sureties.

We agree to commence the service on the 1st of February 1880, and should such service not be commenced on such day, or on the first day thereafter which the Postmaster General may fix as the day of sailing, we agree to pay to Her Majesty the sum of 100 £. for every day from that time until the said service shall be begun by us; but so that the whole amount of penalties for such failure shall not exceed 20,000 £.

And we agree to execute a contract for the performance of the said service according to the said conditions marked "A."

We are, &c.

• (Signature.) _____

(Address.) _____

The Secretary of the Post Office.

CONDITIONS,

Referred to as marked "A."

1. THE contractors to convey, during the continuance of the contract, Her Majesty's mails between Brindisi and Alexandria and between Suez and Shanghai by steam vessels; the vessels to call on the voyage between Suez and Shanghai, in both directions, at Aden, Point de Galle (or, at the option of the Postmaster General, at Colombo), Penang, Singapore, and Hong Kong.

2. The mails must be conveyed from Brindisi to Alexandria and from Alexandria to Brindisi, in 69 hours, and from Suez to Shanghai and from Shanghai to Suez, in 668 hours, exclusive of stoppages; except during the prevalence of the north-east monsoon, when 48 hours additional will be allowed for the voyage from Suez to Shanghai, and during the prevalence of the south-west monsoon, 96 hours additional time will be allowed for the voyage from Shanghai to Suez. The duration of the stoppages to be fixed by the Postmaster General.

3. Under

* All tenders must be addressed to the Secretary of the Post Office, with the words "Tender for the Conveyance of Mails between Brindisi and Shanghai" in the left-hand corner of the envelope. Other things equal, a preference will be given to a tender made upon this printed form and in exact accordance therewith. Even, however, when this form is used, the parties tendering may, in a separate letter, to be forwarded with the tender, suggest, for consideration, any alteration in the Conditions or otherwise. The Postmaster General does not engage, irrespective of other considerations, to accept the lowest tender, nor does he engage to accept any tender.

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3. Under the term "*Her Majesty's Mails*," are to be comprehended all boxes, bags, or packets of letters, newspapers, books or printed papers, and all other articles transmissible by the post, without regard either to the place to which they may be addressed or to that in which they may have originated; also all empty bags, empty boxes, and other stores and articles, used or to be used in carrying on the Post Office service, which shall be sent by or to or from the British Post Office.

4. A penalty of 500 *l.* to be incurred on each occasion when the contractors fail in providing a vessel, in accordance with their contract, ready to put to sea at the appointed time, and a further penalty of 100 *l.* or every day's failure in providing such a vessel after such appointed time; but so that these penalties shall not, in the aggregate, exceed the part of the subsidy applicable to a single voyage, plus the sum of 1,000 *l.* The contractors also to be subject to a penalty of 25 *l.* for every complete period of six hours consumed on any outward or homeward voyage between Brindisi and Alexandria, and to a penalty of 100 *l.* for every complete period of 12 hours consumed on any outward or homeward voyage between Suez and Shanghai beyond the number of hours allowed for the voyage, such penalties to be inflicted from whatever cause the delay may arise; but so that the total amount of the last-named penalty for delay on any one voyage shall never exceed the part of the subsidy applicable to such voyage.

5. The payment by the contractors of any penalties shall in no way prejudice the right of the Postmaster General to treat the failure to provide a proper vessel at the appointed time, or to perform a voyage at or within the appointed period, as a breach of the contract.

6. The contractors to supply, during the continuance of the contract, and to the satisfaction of the Postmaster General, a sufficient number of steam vessels of adequate power, and in all respects suited for the performance of the service between Brindisi and Alexandria and between Suez and Shanghai within the time stipulated in the tender.

7. The vessels to be always supplied with all necessary and proper machinery, engines, apparel, furniture, stores, tackle, boats, fuel, lamps, oil, tallow, provisions, anchors, cables, fire-pumps, and other proper means for extinguishing fire, lightning conductors, charts, chronometers, proper nautical instruments, and whatsoever else may be necessary for equipping the said vessels, and rendering them constantly efficient for the service to be performed. The vessels to be manned by legally qualified and competent officers, and by a sufficient crew of engineers, able seamen, and other men, and with a competent surgeon, to be subject to the approval of the Postmaster General.

8. If the Postmaster General shall consider any of the vessels unfit for the conveyance of mails, he may require the contractors to show cause why such vessel should not be withdrawn from the service, and unless within six weeks after such requisition the contractors shall show cause to the contrary, to the satisfaction of the Postmaster General, he may at any time after the expiration of the said period declare such vessel to be unfit for the conveyance of mails, and after such declaration shall have been made it shall not be lawful for the contractors to employ such vessel in the performance of the contract. In order to determine whether the Postmaster General shall be justified in declaring any vessel unfit for the conveyance of mails, or whether the contractors shall be able to show cause to the contrary, a special examination shall be made of the hull and machinery of any such vessel by such person or persons as may be selected for that purpose by the Postmaster General.

9. The equipments, officers, engineers, and crew of each vessel, when such vessel is in any British port, shall be subject at all times to the inspection of the Postmaster General, or of such other person or persons as he shall at any time or times authorise to make such inspection.

10. The days and hours of departure from the ports of Brindisi, Shanghai, Suez, and Alexandria, to be fixed by the Postmaster General, and to be subject to alteration by him, from time to time, on a notice to the contractors of three months. The Postmaster General also to have power, by an order to the commander, to delay the departure of any vessel from any port, for a period not exceeding 24 hours.

11. On giving reasonable notice to the contractors, the Postmaster General to be at liberty to modify the service in yet more important matters; as, for example, to increase or decrease the frequency of the conveyance of mails between any of the ports or to extend the conveyance of mails to other ports, or to discontinue the conveyance of mails to any port. The amount to be paid or deducted for any alteration to be settled by agreement, or failing that, by arbitration in the usual manner.

12. The contractors to provide, to the satisfaction of the Postmaster General, a separate and convenient place of deposit for the mails on board each vessel, and also a room for the purpose of sorting and making up the mails on board the packets between Singapore and Hong Kong. The services of the crew to be given in the conveyance of the mails between the mail-room and sorting-room.

13. Proper accommodation and mess to be provided on board every packet between Singapore and Hong Kong, for an officer in the service of the Hong Kong Post Office, and for an assistant to be employed with the officer in sorting the mails. The officer to be victualled and otherwise treated as a chief cabin passenger, and the assistant as a fore cabin passenger.

14. The contractors and all commanding and other officers of the vessels which may be employed in the performance of the contract, and all agents, seamen, and servants of the contractors, shall, at all times during the continuance of the contract, punctually attend to the

the orders of the Postmaster General, as to the mode, time, and place of embarking and disembarking mails.

15. The commander shall take charge of the mails, whenever he may be required to do so, and be responsible for their due receipt and delivery. He shall also make the usual Post Office declaration, and furnish such journal, returns, and other information, and perform such other services, as the Postmaster General may, from time to time, require.

16. Except such letters as are not required by law to pass through the Post Office, the contractors not to receive, or permit to be received, for conveyance on board any of the vessels employed under the contract, any letters other than those contained in Her Majesty's mails. No mails must be conveyed on behalf of any colony or foreign country without permission of the Postmaster General; and the whole postage of every mail shall, under all circumstances, be at his disposal.

17. The contractors not to convey in any of the vessels employed under this contract any nitro-glycerine or any other article which shall have been legally declared specially dangerous.

18. Every vessel which may have started, or which should have started, before the termination of the contract must complete its voyage in like manner as if the contract remained in force.

19. The contractors when so required, to be bound to convey from any one port of departure or call, to any other such port, any number of Government passengers not exceeding eight, in any one ship, with or without their wives and children, as chief cabin or first-class passengers, and any number of non-commissioned and warrant officers not exceeding four, in any one ship, with or without their wives and children, as fore cabin or second-class passengers, together with servants of both chief and fore cabin passengers; and any number of seamen, marines, soldiers, or artificers in Her Majesty's service, not exceeding 10 in any one ship, with or without their wives and children, as deck or third-class passengers, to be always provided with effectual protection from rain, sun, and bad weather, and not exposed on deck without such competent shelter, and to have hammocks or bunks (subject to the approval of the Lords Commissioners of the Admiralty) placed between decks.

20. The passengers who shall be conveyed, in pursuance of the last preceding clause, with their families, shall be treated in no respect, whether as regards food, cabin or other accommodation, or aught else, in a way inferior to that of ordinary passengers of the same class, or that required by the regulations of Her Majesty's transport service. The messing of the first and second class Government passengers shall include, in each day, an imperial pint of good sound bottled or draught ale or beer, and that of the first class, in addition, an imperial pint of good foreign wine. The several classes of passengers shall mess in separate places, and medical attendance, medicine, and medical comforts, mess utensils, and fittings, cooking utensils, articles for table use and mess places, fuel, lights, requisite articles of bedding, and all other necessities, shall be provided for them in like manner, as for ordinary passengers of the like classes respectively.

21. The passage-money for Government passengers or their families to be the same as that charged by the contractors for ordinary passengers of a similar kind, and to include all the requisites specified in the 20th condition; and the freight of baggage according to Government scale. Whenever any alterations of rates for ordinary passengers may be made, the Postmaster General and the Lords Commissioners of the Admiralty to be immediately apprised of such alterations.

22. Returns of the embarkation and disembarkation of all Government passengers to be furnished to the Director of Transport Services immediately after the departure and arrival of each vessel.

23. Payments for passage-money of Government passengers to be applied for by invoices according to a form to be obtained from the office of the Director of Transport Services, and to be made upon the production, to the Director, of the orders for the passages, together with a certificate, under the hand of the commanding officer, specifying the number of the third-class passengers (men, women, and children) conveyed, with the ages and sexes of the latter, and stating the periods during which these have been regularly supplied, while on board, with provisions; and also of a certificate, under the hand of each first and second class passenger, of his or her having been landed at the place of destination, and of having been properly accommodated and messed during the voyage, and specifying the dates from and to which they were so messed, computed from the first to the last dinner meal.

24. The passage-money for the wives and families of commissioned and civil officers, when not ordered to be conveyed at the public expense, to be paid to the contractors by the officers themselves.

25. In all cases where an officer in the civil, naval, or military service of Her Majesty, who may not be entitled to a passage at the public expense, shall require a passage on board any of the vessels employed in the performance of the contract, the contractors to be bound, when they have room, to provide such passage, in preference to private passengers, and to charge no higher rate for such passage than is chargeable for ordinary passengers.

26. The contractors to receive on board each of the vessels employed in the performance of the contract, and to convey, on behalf of the Admiralty, any small packages which may be ordered for conveyance; and also (on receiving from the Postmaster General or his officers or agents, or from the British naval officer in command of the station, two days previous notice) to receive on board any naval or other stores not exceeding 10 tons weight,

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or 15 tons of 40 cubic feet each in measurement, at any one time, in any one vessel; and to convey and deliver such small packages and stores at the lowest rate of freight charged by the contractors for private goods; immediate notice being given to the Postmaster General and the Lords Commissioners of the Admiralty of any alteration in such rate of freight. The contractors to be in all cases responsible for the custody and safe and speedy delivery of the packages and stores.

27. The Lords Commissioners of the Admiralty shall at any time during the continuance of the contract, if they shall consider it necessary for the public interest, have power and be at liberty to purchase any of the vessels at a valuation, or to charter the same exclusively for Her Majesty's service, at a rate of hire to be mutually fixed and agreed on by them and the contractors.

28. The Postmaster General to be authorised to delegate any of his powers to such persons as he may deem fit to exercise them.

29. The contractors to make any arrangements which may be required relative to quarantine.

30. Except where otherwise specified, none of the duties enumerated in the foregoing conditions to give the contractors any claim to remuneration beyond the general subsidy.

31. Every sum of money forfeited by the contractors to be considered as stipulated or ascertained or liquidated damages, and to be payable whether any damage shall or shall not have been sustained by reason of the breach for which the penalty may be levied. The amount to be deducted by the Postmaster General out of any moneys then payable or which may thereafter become payable to the contractors; or, at his discretion, the payment thereof may be enforced, with full costs of suit.

32. The contract to continue in force until the expiration of a notice to be given in writing at any time by either party 24 calendar months previous to the expiration of the term agreed upon.

33. Subject to deductions for penalties or otherwise, payments to be made quarterly at the General Post Office out of moneys to be provided by Parliament.

34. All notices which the Postmaster General or any of his officers or agents are authorised to give, either to be delivered to the commander of any vessel of the contractors or to any officer or agent of the contractors in charge of any such vessel, or to be left at the office or last known place of business of the contractors.

35. The contractors not to assign, underlet, or dispose of the contract, or any part thereof, without the consent, in writing, of the Postmaster General.

36. In case of the breach of the 35th condition, or in the case of a great or habitual breach of the contract of any other kind, the Postmaster General to have power, and that without previous notice, to terminate the contract; such termination not to give the contractors any claim to compensation.

37. In pursuance of the provisions of the Act 22 Geo. 3, c. 45, no Member of the House of Commons to be admitted to any share of the contract, or to any benefit arising therefrom.

38. For the due fulfilment of the contract, the contractors to enter into a bond, with two responsible sureties, to be named in their tenders, in the penalty of 20,000 *l.* Such penalty to be considered and recoverable as liquidated damages.

39. Should any dispute arise respecting the interpretation of any part of the contract to be framed on the basis of these conditions, the same to be settled by arbitration in the usual manner; and a submission to arbitration may be made a rule of court.

40. The contract will not be binding until it has been approved of by a resolution of the House of Commons.

Enclosure 4, in No. 12.

FORM No. 6.

TENDER for Conveying HER MAJESTY'S MAILS between *Brindisi* and *Shanghai*,
via the *Suez Canal*.*

Sir,

WE hereby offer to convey Her Majesty's mails on the conditions marked "A," once each way in each alternate week, by steam vessels of adequate power, between the port of Brindisi and the port of Shanghai, via Suez Canal, at an average speed, between
Brindisi

* All tenders must be addressed to the Secretary of the Post Office, with the words "Tender for the Conveyance of Mails between Brindisi and Shanghai" in the left-hand corner of the envelope. Other things equal, a preference will be given to a tender made upon this printed form and in exact accordance therewith. Even, however, when this form is used, the parties tendering may, in a separate letter, to be forwarded with the tender, suggest, for consideration, any alteration in the Conditions or otherwise. The Postmaster General does not engage, irrespective of other considerations, to accept the lowest tender, nor does he engage to accept any tender.

Brindisi and Port Said of 12 knots per hour, and between Suez and Shanghai of 11 knots per hour :—

For the sum of £.	per annum, if the contract be made for five years certain.
For the sum of £.	per annum, if the contract be made for six years certain.
For the sum of £.	per annum, if the contract be made for seven years certain.
For the sum of £.	per annum, if the contract be made for eight years certain.

* Here state what abatement would be made, in each case, if the speed be 10½, 10, or 9½ knots per hour between Suez and Shanghai.

†

We agree to be subject to the penalties specified in the fourth condition.

But we will submit to an abatement of £. in the amount of subsidy, on condition that the penalty for delay on the voyage, instead of being absolute, shall not be payable when it is proved to the satisfaction of the Postmaster General that the delay has arisen from causes beyond our control.

† The parties tendering to state here the number of hours additional required by them to be allowed for the passage through the Suez Canal.

We propose as our sureties, in the penalty of 20,000£., Mr. of and Mr. of

as persons of whom inquiry can be made as to the responsibility of such sureties.

We agree to commence the service on the 1st of February 1880, and, should such service not be commenced on such day, or on the first day thereafter which the Postmaster General may fix as the day of sailing, we agree to pay to Her Majesty the sum of 100£. for every day from that time until the said service shall be begun by us; but so that the whole amount of penalties for such failure shall not exceed 20,000£.

And we agree to execute a contract for the performance of the said service according to the said Conditions marked "A."

We are, &c.

(Signature) _____

(Address) _____

The Secretary of the Post Office.

CONDITIONS,

Referred to as marked "A."

1. THE contractors to convey, during the continuance of the contract, Her Majesty's mails between Brindisi and Shanghai by steam vessels; the vessels to call on the voyage, in both directions, at Port Said, Suez, Aden, Point de Galle (or, at the option of the Postmaster General, at Colombo), Penang, Singapore, and Hong Kong.

2. The duration of the stoppages at the ports of call to be fixed by the Postmaster General. During the prevalence of the north-east monsoon, 48 hours additional time to be allowed for the voyage from Brindisi to Shanghai, and during the prevalence of the south-west monsoon, 96 hours additional time to be allowed for the voyage from Shanghai to Brindisi.

3. Under the term "Her Majesty's Mails," are to be comprehended all boxes, bags, or packets of letters, newspapers, books, or printed papers, and all other articles transmissible by the post, without regard either to the place to which they may be addressed, or to that in which they may have originated; also, all empty bags, empty boxes, and other stores and articles, used, or to be used, in carrying on the Post Office service, which shall be sent by or to or from the British Post Office.

4. A penalty of 500£. to be incurred on each occasion when the contractors fail in providing a vessel, in accordance with their contract, ready to put to sea at the appointed time, and a further penalty of 100£. for every day's failure in providing such a vessel after such appointed time; but so that these penalties shall not, in the aggregate, exceed the part of the subsidy applicable to a single voyage, plus the sum of 1,000£. The contractors also to be subject to a penalty of 100£. for every complete period of 12 hours consumed on any voyage from Brindisi to Shanghai, and a penalty of 200£. for every complete period of 12 hours consumed on any voyage from Shanghai to Brindisi, from whatever cause arising, beyond the number of hours allowed for the voyage; but so that the total amount of the last-named penalty for delay on any one voyage shall never exceed the part of the subsidy applicable to such voyage.

5. The payment by the contractors of any penalties shall in no way prejudice the right of the Postmaster General to treat the failure to provide a proper vessel at the appointed

time, or to perform a voyage at or within the appointed period, as a breach of the contract.

6. The contractors to supply, during the continuance of the contract, and to the satisfaction of the Postmaster General, a sufficient number of steam vessels of adequate power, and in all respects suited for the performance of the service at the speed stipulated in the tender.

7. The vessels to be always supplied with all necessary and proper machinery, engines, apparel, furniture, stores, tackle, boats, fuel, lamps, oil, tallow, provisions, anchors, cables, fire-pumps, and other proper means for extinguishing fire, lightning conductors, charts, chronometers, proper nautical instruments, and whatsoever else may be necessary for equipping the said vessels, and rendering them constantly efficient for the service to be performed. The vessels to be manned by legally qualified and competent officers, and by a sufficient crew of engineers, able seamen, and other men, and with a competent surgeon, to be subject to the approval of the Postmaster General.

8. If the Postmaster General shall consider any of the vessels unfit for the conveyance of mails, he may require the contractors to show cause why such vessel should not be withdrawn from the service, and unless within six weeks after such requisition the contractors shall show cause to the contrary, to the satisfaction of the Postmaster General, he may at any time after the expiration of the said period declare such vessel to be unfit for the conveyance of mails, and after such declaration shall have been made, it shall not be lawful for the contractors to employ such vessel in the performance of the contract. In order to determine whether the Postmaster General shall be justified in declaring any vessel unfit for the conveyance of mails, or whether the contractors shall be able to show cause to the contrary, a special examination shall be made of the hull and machinery of any such vessel by such person or persons as may be selected for that purpose by the Postmaster General.

9. The equipments, officers, engineers, and crew of each vessel, when such vessel is in any British port, shall be subject at all times to the inspection of the Postmaster General, or of such other person or persons as he shall at any time or times authorise to make such inspection.

10. The days and hours of departure from the ports of Brindisi and Shanghai to be fixed by the Postmaster General, and to be subject to alteration by him, from time to time, on a notice to the contractors of three months. The Postmaster General also to have power, by an order to the commander, to delay the departure of any vessel, from either port, for a period not exceeding 24 hours.

11. On giving reasonable notice to the contractors, the Postmaster General to be at liberty to modify the service in yet more important matters; as, for example, to increase or decrease the frequency of the conveyance of mails between any of the ports, or to extend the conveyance of mails to other ports, or to discontinue the conveyance of mails to any port. The amount to be paid or deducted for any alteration to be settled by agreement, or failing that, by arbitration in the usual manner.

12. The contractors to provide, to the satisfaction of the Postmaster General, a separate and convenient place of deposit for the mails on board each vessel, and also a room for the purpose of sorting and making up the mails on board the packets between Singapore and Hong Kong. The services of the crew to be given in the conveyance of the mails between the mail-room and sorting-room.

13. Proper accommodation and mess to be provided on board every packet between Singapore and Hong Kong for an officer in the service of the Hong Kong post office, and for an assistant to be employed with the officer in sorting the mails. The officer to be victualled and otherwise treated as a chief cabin passenger, and the assistant as a fore cabin passenger.

14. The contractors, and all commanding and other officers of the vessels which may be employed in the performance of the contract, and all agents, seamen, and servants of the contractors, shall, at all times during the continuance of the contract, punctually attend to the orders of the Postmaster General, as to the mode, time and place, of embarking and disembarking mails.

15. The commander shall take charge of the mails whenever he may be required to do so, and be responsible for their due receipt and delivery. He shall also make the usual post office declaration, and furnish such journal, returns, and other information, and perform such other services as the Postmaster General may from time to time require.

16. Except such letters as are not required by law to pass through the Post Office, the contractors not to receive, or permit to be received, for conveyance on board any of the vessels employed under the contract, any letters other than those contained in Her Majesty's mails. No mails must be conveyed on behalf of any colony, or foreign country, without permission of the Postmaster General; and the whole postage of every mail shall, under all circumstances, be at his disposal.

17. The contractors not to convey in any of the vessels employed under this contract any nitro-glycerine, or any other article which shall have been legally declared specially dangerous.

18. Every vessel which may have started, or which should have started, before the termination of the contract, must complete its voyage in like manner as if the contract remained in force.

19. The contractors when so required, to be bound to convey from any one port of departure

departure or call, to any other such port, any number of Government passengers not exceeding eight, in any one ship, with or without their wives and children, as chief cabin or first-class passengers, and any number of non-commissioned and warrant officers not exceeding four, in any one ship, with or without their wives and children, as fore cabin or second-class passengers, together with servants of both chief and fore cabin passengers; and any number of seamen, marines, soldiers, or artificers in Her Majesty's service, not exceeding 10, in any one ship, with or without their wives and children, as deck or third-class passengers, to be always provided with effectual protection from rain, sun, and bad weather, and not exposed on deck without such competent shelter, and to have hammocks or bunks (subject to the approval of the Lords Commissioners of the Admiralty) placed between decks.

20. The passengers who shall be conveyed, in pursuance of the last preceding clause, with their families shall be treated in no respect, whether as regards food, cabin, or other accommodation, or aught else, in a way inferior to that of ordinary passengers of the same class, or that required by the Regulations of Her Majesty's transport service. The messing of the first and second class Government passengers shall include, in each day, an imperial pint of good sound bottled or draught ale or beer, and that of the first class, in addition, an imperial pint of good foreign wine. The several classes of passengers shall mess in separate places, and medical attendance, medicine, and medical comforts, mess utensils, and fittings, cooking utensils, articles for table use and mess places, fuel, lights, requisite articles of bedding, and all other necessities, shall be provided for them in like manner, as for ordinary passengers of the like classes respectively.

21. The passage-money for Government passengers or their families to be the same as that charged by the contractors for ordinary passengers of a similar kind, and to include all the requisites specified in the 20th Condition; and the freight of baggage according to Government scale. Whenever any alterations of rates for ordinary passengers may be made, the Postmaster General and the Lords Commissioners of the Admiralty to be immediately apprised of such alterations.

22. Returns of the embarkation and disembarkation of all Government passengers to be furnished to the Director of Transport Services immediately after the departure and arrival of each vessel.

23. Payments for passage-money of Government passengers to be applied for by invoices according to a form to be obtained from the office of the Director of Transport Services, and to be made upon the production, to the Director, of the orders for the passages, together with a certificate, under the hand of the commanding officer, specifying the number of the third-class passengers (men, women, and children) conveyed, with the ages and sexes of the latter, and stating the periods during which these have been regularly supplied, while on board, with provisions; and also of a certificate, under the hand of each first and second class passenger, of his or her having been landed at the place of destination, and of having been properly accommodated and messed during the voyage, and specifying the dates from and to which they were so messed, computed from the first to the last dinner meal.

24. The passage-money for the wives and families of commissioned and civil officers, when not ordered to be conveyed at the public expense, to be paid to the contractors by the officers themselves.

25. In all cases where an officer in the civil, naval, or military service of Her Majesty, who may not be entitled to a passage at the public expense, shall require a passage on board any of the vessels employed in the performance of the contract, the contractors to be bound, when they have room, to provide such passage, in preference to private passengers, and to charge no higher rate for such passage than is chargeable for ordinary passengers.

26. The contractors to receive on board each of the vessels employed in the performance of the contract, and to convey, on behalf of the Admiralty, any small packages which may be ordered for conveyance; and also (on receiving from the Postmaster General or his officers or agents, or from the British naval officer in command of the station, two days' previous notice) to receive on board any naval or other stores not exceeding 10 tons weight, or 15 tons of 40 cubic feet each in measurement, at any one time, in any one vessel; and to convey and deliver such small packages and stores at the lowest rate of freight charged by the contractors for private goods; immediate notice being given to the Postmaster General and the Lords Commissioners of the Admiralty of any alteration in such rate of freight. The contractors to be in all cases responsible for the custody and safe and speedy delivery of the packages and stores.

27. The Lords Commissioners of the Admiralty shall at any time during the continuance of the contract, if they shall consider it necessary for the public interest, have power and be at liberty to purchase any of the vessels at a valuation, or to charter the same exclusively for Her Majesty's service, at a rate of hire to be mutually fixed and agreed on by them and the contractors.

28. The Postmaster General to be authorised to delegate any of his powers to such persons as he may deem fit to exercise them.

29. The contractors to make any arrangements which may be required relative to quarantine.

30. Except where otherwise specified, none of the duties enumerated in the foregoing conditions to give the contractors any claim to remuneration beyond the general subsidy.

31. Every sum of money forfeited by the contractors to be considered as stipulated or ascertained or liquidated damages, and to be payable whether any damage shall or shall

not have been sustained by reason of the breach for which the penalty may be levied. The amount to be deducted by the Postmaster General out of any moneys then payable, or which may thereafter become payable, to the contractors; or, at his discretion, the payment thereof may be enforced, with full costs of suit.

32. The contract to continue in force until the expiration of a notice to be given in writing at any time by either party 24 calendar months previous to the expiration of the term agreed upon.

33. Subject to deductions for penalties or otherwise, payments to be made quarterly at the General Post Office out of moneys to be provided by Parliament.

34. All notices which the Postmaster General or any of his officers or agents are authorised to give, either to be delivered to the commander of any vessel of the contractors or to any officer or agent of the contractors in charge of any such vessel or to be left at the office or last known place of business of the contractors.

35. The contractors not to assign, underlet, or dispose of the contract, or any part thereof, without the consent, in writing, of the Postmaster General.

36. In case of the breach of the 35th Condition, or in case of a great or habitual breach of the contract of any other kind, the Postmaster General to have power, and that without previous notice, to terminate the contract; such termination not to give the contractors any claim to compensation.

37. In pursuance of the provisions of the Act 22 Geo. 3, c. 45, no Member of the House of Commons to be admitted to any share of the contract, or to any benefit arising therefrom.

38. For the due fulfilment of the contract, the contractors to enter into a bond, with two responsible sureties, to be named in their tenders, in the penalty of 20,000*l.* Such penalty to be considered and recoverable as liquidated damages.

39. Should any dispute arise respecting the interpretation of any part of the contract to be framed on the basis of these conditions, the same to be settled by arbitration in the usual manner; and a submission to arbitration may be made a rule of court.

40. The contract will not be binding until it has been approved of by a Resolution of the House of Commons.

Enclosure 5, in No. 12.

FORM No. 7.

TENDER for Conveying HER MAJESTY'S MAILS between *Suez* and *Shanghai*.*

Sir,

WE hereby offer to convey Her Majesty's mails on the conditions marked "A," once each way in each alternate week, by steam vessels of adequate power, between the port of *Suez* and the port of *Shanghai*, at an average speed of 11 knots per hour:—

For the sum of £.	per annum if the contract be made for five years certain.
For the sum of £.	per annum if the contract be made for six years certain.
For the sum of £.	per annum if the contract be made for seven years certain.
For the sum of £.	per annum if the contract be made for eight years certain.

† Here state what abatement would be made, in each case, if the speed be 10½, 10, or 9½ knots per hour.

We agree to be subject to the penalties specified in the Fourth Condition.

But we will submit to an abatement of £. in the amount of subsidy, on condition that the penalty for delay on the voyage instead of being absolute shall not be payable when it is proved to the satisfaction of the Postmaster General that the delay has arisen from causes beyond our control.

We further agree that, in the event of a tender from other parties for the Indian mail service being accepted, we will convey the *China*, &c. mails between *Brindisi* and *Alexandria*, or between *Brindisi* and *Suez*, *viâ* the *Suez Canal*, at an average speed of ‡ knots per hour in the *Mediterranean*, with hours added for the passage through the *Canal* if that route be adopted by us:—

‡ Here state average rate of speed stipulated for.

For the sum of £.	per annum if the contract be made for five years certain.
For the sum of £.	per annum if the contract be made for six years certain.
For the sum of £.	per annum if the contract be made for seven years certain.
For the sum of £.	per annum if the contract be made for eight years certain.

We propose as our sureties, in the penalty of 20,000 *l.*, Mr. of and Mr. of , and we refer you to as persons of whom inquiry can be made as to the responsibility of such sureties.

We

* All Tenders must be addressed to the Secretary of the Post Office, with the words "Tender for the conveyance of Mails between *Suez* and *Shanghai*" in the left-hand corner of the envelope. Other things equal, a preference will be given to a Tender made upon this printed form and in exact accordance therewith. Even, however, when this form is used, the parties tendering may, in a separate letter, to be forwarded with the Tender, suggest, for consideration, any alteration in the conditions or otherwise. The Postmaster General does not engage, irrespective of other considerations, to accept the lowest Tender, nor does he engage to accept any Tender.

We agree to commence the service on the 1st of February 1880, and should such service not be commenced on such day, or on the first day thereafter which the Postmaster General may fix as the day of sailing, we agree to pay to Her Majesty the sum of 100 l. for every day from that time until the said service shall be begun by us; but so that the whole amount of penalties for such failure shall not exceed 20,000 l.

And we agree to execute a contract for the performance of the said service according to the said Conditions marked "A."

We are, &c.

(Signature) _____

(Address) _____

The Secretary of the Post Office.

CONDITIONS,

Referred to as marked "A."

1. THE contractors to convey, during the continuance of the contract, Her Majesty's Mails between Suez and Shanghai by steam vessels; the vessels to call on the voyage, in both directions, at Aden, Point de Galle (or, at the option of the Postmaster General, at Colombo), Penang, Singapore, and Hong Kong.

2. The mails must be conveyed from Suez to Shanghai and from Shanghai to Suez in 668 hours exclusive of stoppages. During the prevalence of the north-east monsoon 48 hours additional time to be allowed for the voyage from Suez to Shanghai, and during the prevalence of the south-west monsoon 96 hours additional time to be allowed for the voyage from Shanghai to Suez. The duration of the stoppages at the ports of call to be fixed by the Postmaster General.

3. Under the term "Her Majesty's Mails," are to be comprehended all boxes, bags, or packets of letters, newspapers, books, or printed papers, and all other articles transmissible by the post, without regard either to the place to which they may be addressed or to that in which they may have originated; also all empty bags, empty boxes, and other stores and articles, used or to be used in carrying on the Post Office service, which shall be sent by or to or from the British Post Office.

4. A penalty of 500 l. to be incurred on each occasion when the contractors fail in providing a vessel, in accordance with their contract, ready to put to sea at the appointed time, and a further penalty of 100 l. for every day's failure in providing such a vessel after such appointed time; but so that these penalties shall not, in the aggregate, exceed the part of the subsidy applicable to a single voyage, plus the sum of 1,000 l. The contractors also to be subject to a penalty of 100 l. for every complete period of 12 hours consumed on any voyage from Suez to Shanghai, and a penalty of 100 l. for every complete period of 12 hours consumed on any voyage from Shanghai to Suez, from whatever cause arising, beyond the number of hours allowed for the voyage. In the event of the contractors also performing a service between Brindisi and Egypt, a penalty of 25 l. to be incurred for every complete period of six hours consumed on any voyage between Brindisi and Alexandria beyond the number of hours allowed; or, a penalty of 100 l. for every complete period of 12 hours consumed on any voyage between Brindisi and Suez beyond the number of hours allowed, if the service be through the Suez Canal; but so that the total amount of the penalty for delay on any one voyage shall never exceed the part of the subsidy applicable to such voyage.

5. The payment by the contractors of any penalties shall in no way prejudice the right of the Postmaster General to treat the failure to provide a proper vessel at the appointed time, or to perform a voyage at or within the appointed period, as a breach of the contract.

6. The contractors to supply, during the continuance of the contract, and to the satisfaction of the Postmaster General, a sufficient number of steam vessels of adequate power, and in all respects suited for the performance of the service at the speed stipulated in the tender.

7. The vessels to be always supplied with all necessary and proper machinery, engines, apparel, furniture, stores, tackle, boats, fuel, lamps, oil, tallow, provisions, anchors, cables, fire-pumps, and other proper means for extinguishing fire, lightning conductors, charts, chronometers, proper nautical instruments, and whatsoever else may be necessary for equipping the said vessels, and rendering them constantly efficient for the service to be performed. The vessels to be manned by legally qualified and competent officers, and by a sufficient crew of engineers, able seamen, and other men, and with a competent surgeon, to be subject to the approval of the Postmaster General.

8. If the Postmaster General shall consider any of the vessels unfit for the conveyance of mails, he may require the contractors to show cause why such vessel should not be withdrawn from the service, and unless within six weeks after such requisition the contractors shall show cause to the contrary to the satisfaction of the Postmaster General, he may at any time after the expiration of the said period declare such vessel to be unfit for the

conveyance of mails, and after such declaration shall have been made it shall not be lawful for the contractors to employ such vessel in the performance of the contract. In order to determine whether the Postmaster General shall be justified in declaring any vessel unfit for the conveyance of mails, or whether the contractors shall be able to show cause to the contrary, a special examination shall be made of the hull and machinery of any such vessel by such person or persons as may be selected for that purpose by the Postmaster General.

9. The equipments, officers, engineers, and crew of each vessel, when such vessel is in any British port, shall be subject at all times to the inspection of the Postmaster General, or of such other person or persons as he shall at any time or times authorise to make such inspection.

10. The days and hours of departure from the Ports of Suez and Shanghai to be fixed by the Postmaster General, and to be subject to alteration by him, from time to time, on a notice to the contractors of three months. The Postmaster General also to have power, by an order to the commander, to delay the departure of any vessel from either port for a period not exceeding 24 hours.

11. On giving reasonable notice to the contractors, the Postmaster General to be at liberty to modify the service in yet more important matters; as for example, to increase or decrease the frequency of the conveyance of mails between any of the ports, or to extend the conveyance of mails to other ports, or to discontinue the conveyance of mails to any port. The amount to be paid or deducted for any alteration to be settled by agreement, or, failing that, by arbitration in the usual manner.

12. The contractors to provide, to the satisfaction of the Postmaster General, a separate and convenient place of deposit for the mails on board each vessel, and also a room for the purpose of sorting and making up the mails on board the packets between Singapore and Hong Kong. The services of the crew to be given in the conveyance of the mails between the mail-room and sorting-room.

13. Proper accommodation and mess to be provided on board every packet between Singapore and Hong Kong, for an officer in the service of the Hong Kong Post Office, and for an assistant to be employed with the officer in sorting the mails. The officer to be victualled and otherwise treated as a chief cabin passenger, and the assistant as a fore cabin passenger.

14. The contractors and all commanding and other officers of the vessels which may be employed in the performance of the contract, and all agents, seamen and servants of the contractors, shall at all times during the continuance of the contract, punctually attend to the orders of the Postmaster General, as to the mode, time, and place of embarking and disembarking mails.

15. The commander shall take charge of the mails, whenever he may be required to do so, and be responsible for their due receipt and delivery. He shall also make the usual Post Office declaration, and furnish such journal, returns, and other information, and perform such other services, as the Postmaster General may from time to time require.

16. Except such letters as are not required by law to pass through the Post Office, the contractors not to receive, or permit to be received, for conveyance on board any of the vessels employed under the contract, any letters other than those contained in Her Majesty's mails. No mails must be conveyed on behalf of any colony or foreign country without permission of the Postmaster General; and the whole postage of every mail shall, under all circumstances, be at his disposal.

17. The contractors not to convey in any of the vessels employed under this contract any nitro-glycerine, or any other article which shall have been legally declared specially dangerous.

18. Every vessel which may have started, or which should have started, before the termination of the contract, must complete its voyage in like manner as if the contract remained in force.

19. The contractors when so required, to be bound to convey from any one port of departure or call, to any other such port, any number of Government passengers not exceeding eight, in any one ship, with or without their wives and children, as chief cabin or first-class passengers, and any number of non-commissioned and warrant officers not exceeding four, in any one ship, with or without their wives and children, as fore cabin or second-class passengers, together with servants of both chief and fore cabin passengers; and any number of seamen, marines, soldiers, or artificers in Her Majesty's service, not exceeding 10 in any one ship, with or without their wives and children, as deck or third-class passengers, to be always provided with effectual protection from rain, sun, and bad weather, and not exposed on deck without such competent shelter, and to have hammocks or bunks (subject to the approval of the Lords Commissioners of the Admiralty) placed between decks.

20. The passengers who shall be conveyed, in pursuance of the last preceding clause, with their families shall be treated in no respect, whether as regards food, cabin, or other accommodation, or aught else, in a way inferior to that of ordinary passengers of the same class, or that required by the Regulations of Her Majesty's Transport Service. The messing of the first and second class Government passengers shall include, in each day, an imperial pint of good sound bottled or draught ale or beer, and that of the first class, in addition, an imperial pint of good foreign wine. The several classes of passengers shall mess in separate places, and medical attendance, medicine, and medical comforts, mess utensils, and fittings, cooking utensils, articles for table use and mess places, fuel, lights, requisite

requisite articles of bedding, and all other necessaries, shall be provided for them in like manner as for ordinary passengers of the like classes respectively.

21. The passage-money for Government passengers or their families to be the same as that charged by the contractors for ordinary passengers of a similar kind, and to include all the requisites specified in the 20th Condition; and the freight of baggage according to Government scale. Whenever any alterations of rates for ordinary passengers may be made, the Postmaster General and the Lords Commissioners of the Admiralty to be immediately apprised of such alterations.

22. Returns of the embarkation and disembarkation of all Government passengers to be furnished to the Director of Transport Services immediately after the departure and arrival of each vessel.

23. Payments for passage-money of Government passengers to be applied for by invoices according to a form to be obtained from the office of the Director of Transport Services, and to be made upon the production, to the Director, of the orders for the passages, together with a certificate, under the hand of the commanding officer, specifying the number of the third class passengers (men, women, and children) conveyed, with the ages and sexes of the latter, and stating the periods during which these have been regularly supplied, while on board, with provisions; and also of a certificate, under the hand of each first and second class passenger, of his or her having been landed at the place of destination, and of having been properly accommodated and messed during the voyage, and specifying the dates from and to which they were so messed, computed from the first to the last dinner meal.

24. The passage-money for the wives and families of commissioned and civil officers when not ordered to be conveyed at the public expense, to be paid to the contractors by the officers themselves.

25. In all cases where an officer in the civil, naval, or military service of Her Majesty, who may not be entitled to a passage at the public expense, shall require a passage on board any of the vessels employed in the performance of the contract, the contractors to be bound, when they have room, to provide such passage, in preference to private passengers, and to charge no higher rate for such passage than is chargeable for ordinary passengers.

26. The contractors to receive on board each of the vessels employed in the performance of the contract, and to convey, on behalf of the Admiralty, any small packages which may be ordered for conveyance; and also (on receiving from the Postmaster General or his officers or agents, or from the British naval officer in command of the station, two days' previous notice) to receive on board any naval or other stores not exceeding 10 tons weight, or 15 tons of 40 cubic feet each in measurement, at any one time, in any one vessel; and to convey and deliver such small packages and stores at the lowest rate of freight charged by the contractors for private goods; immediate notice being given to the Postmaster General and the Lords Commissioners of the Admiralty of any alteration in such rate of freight. The contractors to be in all cases responsible for the custody and safe and speedy delivery of the packages and stores.

27. The Lords Commissioners of the Admiralty shall, at any time during the continuance of the contract, if they shall consider it necessary for the public interest, have power and be at liberty to purchase any of the vessels at a valuation, or to charter the same exclusively for Her Majesty's service, at a rate of hire to be mutually fixed and agreed on by them and the contractors.

28. The Postmaster General to be authorised to delegate any of his powers to such persons as he may deem fit to exercise them.

29. The contractors to make any arrangements which may be required relative to quarantine.

30. Except where otherwise specified, none of the duties enumerated in the foregoing conditions to give the contractors any claim to remuneration beyond the general subsidy.

31. Every sum of money forfeited by the contractors to be considered as stipulated or ascertained or liquidated damages, and to be payable whether any damage shall or shall not have been sustained by reason of the breach for which the penalty may be levied. The amount to be deducted by the Postmaster General out of any moneys then payable, or which may thereafter become payable to the contractors; or, at his discretion, the payment thereof may be enforced, with full costs of suit.

32. The contract to continue in force until the expiration of a notice to be given in writing at any time by either party 24 calendar months previous to the expiration of the term agreed upon.

33. Subject to deductions for penalties or otherwise, payments to be made quarterly at the General Post Office out of moneys to be provided by Parliament.

34. All notices which the Postmaster General or any of his officers or agents are authorised to give, either to be delivered to the commander of any vessel of the contractors, or to any officer or agent of the contractors in charge of any such vessel, or to be left at the office or last known place of business of the contractors.

35. The contractors not to assign, underlet, or dispose of the contract, or any part thereof, without the consent, in writing, of the Postmaster General.

36. In case of the breach of the 35th Condition, or in case of a great or habitual breach of the contract of any other kind, the Postmaster General to have power, and that without previous notice, to terminate the contract; such termination not to give the contractors any claim to compensation.

37. In pursuance of the provisions of the Act 22 Geo. 3, c. 45, no Member of the

House of Commons to be admitted to any share of the contract, or to any benefit arising therefrom.

38. For the due fulfilment of the contract, the contractors to enter into a bond, with two responsible sureties, to be named in their tenders, in the penalty of 20,000*l.* Such penalty to be considered and recoverable as liquidated damages.

39. Should any dispute arise respecting the interpretation of any part of the contract to be framed on the basis of these conditions, the same to be settled by arbitration in the usual manner; and a submission to arbitration may be made a rule of court.

40. The contract will not be binding until it has been approved of by a Resolution of the House of Commons.

— No. 13. —

(10,703—78.)

The Treasury to the Post Office.

My Lord,

Treasury Chambers, 26 June 1878.

I AM commanded by the Lords Commissioners of Her Majesty's Treasury to inform your Lordship, with reference to your letter of this day's date, that my Lords approve of the forms of tender therein enclosed, for the China and India Mail Services on the termination, on the 1st February 1880, of the present contract with the Peninsular and Oriental Steam Navigation Company, and they authorise your Lordship to issue a notice requiring that all tenders for the India and China Mail Services shall be sent in to the Post Office by the 25th July next.

The Postmaster General.

I am, &c.
(signed) *Charles W. Stronge.*

— No. 14. —

CONTRACTS for the Conveyance by Steam Vessels of the East, India and China Mails.

General Post Office, 26 June 1878.

THE contract now in force between Her Majesty's Postmaster General and the Peninsular and Oriental Steam Navigation Company, for the conveyance of the East India and China Mails, will terminate on the 31st January 1880, and notice is hereby given that on Thursday, the 25th July next, at one o'clock, the Postmaster General will be ready to receive tenders from such persons as may be willing to enter into a contract for the performance of all or any of the following services by steam vessels :—

1. A weekly service from the port of Brindisi (Italy) to Alexandria (Egypt) and from Suez to Bombay, calling at Aden; and back from Bombay to Suez, calling at Aden, and from Alexandria to Brindisi. Or, from Brindisi, through the Suez Canal, to Bombay, calling at Port Said, Suez, and Aden; and back from Bombay to Brindisi, calling at the same ports. Or, persons may tender only for a weekly service between Brindisi and Alexandria, or, only for a weekly service between Suez and Bombay.

2. A fortnightly service from Suez to Shanghai, calling at Aden, Point de Galle (or, at the option of the Postmaster General, at Colombo) Penang, Singapore, and Hong Kong; and back from Shanghai to Suez, calling at Hong Kong, Singapore, Penang, Point de Galle (or, at the like option, at Colombo), and Aden. In the event of the service between Suez and Shanghai not being performed by the same parties with whom a contract may be made for the Indian Mail Service, an additional fortnightly line between Brindisi and Alexandria will be required specially for the Straits and China Mails, and the tenders should provide for such a service.

Or, a fortnightly service from Brindisi, through the Suez Canal, to Shanghai, calling at Port Said, Suez, Aden, Point de Galle (or, at the option of the Postmaster General, at Colombo), Penang, Singapore, and Hong Kong; and back from Shanghai to Brindisi, calling at the same ports.

The

The foregoing services are those which are at present contemplated. But it is open to persons tendering to make an offer for the whole or for any part of the services enumerated, or to serve the several places mentioned by other lines or routes.

No contract will be entered into for a period exceeding eight years.

Printed forms of tender may be obtained on application, personal or written, at the Secretary's Office, General Post Office, on or after Saturday next.

Every tender must be addressed to the Secretary of the Post Office, and must bear, in the left-hand corner of the envelope, the words "Tender for the conveyance of the _____ Mails."

No tender will be received after one o'clock on the day above mentioned.

— No. 15. —

The Post Office to the Treasury.

My Lords,

General Post Office, 5 July 1878.

In returning the enclosed letter from the India Office and its enclosures, referred to me by your Lordships on the 28th ultimo, I have only to observe that the arrangements already determined upon with respect to a new mail packet service to and from British India on the termination of the existing contract, are in entire accordance with the recommendations of the Rangoon Chamber of Commerce.

It is intended to discontinue the Southampton line of packets, and to invite shipowners to tender for a service between Brindisi and Bombay at a higher rate of speed than that at present maintained.

The Lords Commissioners of Her
Majesty's Treasury.

I have, &c.
(signed) *John Manners.*

Enclosure in No. 15.

India Office to the Treasury.

Sir,

India Office, 21 June 1878.

In continuation of my letter of the 18th instant, I am directed by the Secretary of State for India to transmit, for the information of the Lords Commissioners of Her Majesty's Treasury, copy of a further Despatch from the Government of India, forwarding a communication from the Rangoon Chamber of Commerce, regarding the proposed revision of the contract for the conveyance of mails between India and England.

The Secretary, Treasury Chambers.

I have, &c.
(signed) *Louis Mallet.*

(No. 10 of 1878).

Government of India.—Financial Department.—Separate Revenue.—Post Office.

My Lord,

Simla, 23 May 1878.

In continuation of our Despatch in this Department, No. 7, dated 9th May 1878, we have the honour to forward a copy of a letter from the Rangoon Chamber of Commerce, containing an expression of the opinion of that body in connection with the proposed revision of the contract for the conveyance of mails between India and England.

We have, &c.
(signed) *Lytton.*

F. P. Haines.
A. J. Arbuthnot.
A. Clarke.

J. Strachey.
E. B. Johnson.
W. Stokes.
A. R. Thompson.

The Right Hon. Viscount Cranbrook,
Her Majesty's Secretary of State for India.

Government of India.—Financial Department.

Enclosure to Despatch No. 10, S. R. of 1878.

British Burmah.—Financial Department, No. 466—143.—(Post Office.)

From *G. C. Kynock*, Esq., Assistant to the Secretary to the Chief Commissioners to the Secretary to the Government of India, Financial Department, dated Rangoon, 30th March 1878.

Sir,

I AM directed to forward herewith, for the information of the Government of India, a copy of a letter, dated the 14th instant, from the Secretary to the Chamber of Commerce, Rangoon, relative to the necessity for a revision of the contract for the conveyance of mails between Europe and India on the expiry of the present contract with the Peninsular and Oriental Company in February 1880.

I have, &c.
(signed) *G. C. Kynock*,
Assistant to the Secretary.

Rangoon Chamber of Commerce,
Rangoon, 14 March 1878.

Sir,

COMMUNICATIONS have recently been addressed to Government by the leading Chambers of Commerce throughout India, with reference to the necessity for a revision of the contracts for the conveyance of mails between Europe and India, on the expiry of the present contract with the Peninsular and Oriental Company in February 1880.

It is unnecessary for this Chamber to enter into details with reference to the conditions which should be laid down in framing the new contract, but the matter being one that has an important bearing on the commercial interests of the country generally, the Committee desire to add their testimony in support of the recommendations which have already been submitted to Government as to the necessity for an increased rate of speed on the mail route between Brindisi and Bombay, and the importance of giving special prominence to this route, and making all other arrangements connected with the mails subsidiary thereto.

With this object in view, and as a means of enabling Government to provide for the larger subsidy that will be required to secure the accelerated transmission of the mails between Brindisi and Bombay, it has been proposed to abolish the existing Southampton route, so far as Government aid is concerned, and the Committee desire to record their approval of this suggestion.

With the improvements in marine engines and steamers generally, which have been introduced within recent years, there appears to be little doubt that the time at present occupied in the conveyance of the mails between Brindisi and Bombay, can be shortened by three or perhaps four days, and it is unnecessary to dwell on the advantages which the country would derive in every way from more rapid communications with Europe.

I have, &c.
(signed) *John Connell*, Secretary.

(True copy.)

The Secretary to the
Chief Commissioner, British Burmah.

(signed) *E. J. Simkinson*,
Officiating Under Secretary to the
Government of India.

— No. 16. —

(11,194.)

The Treasury to the India Office.

Sir,

Treasury Chambers, 10 July 1878.

I AM directed by the Lords Commissioners of Her Majesty's Treasury to transmit to you herewith, for the information of the Secretary of State for India in Council, with reference to your letter of the 21st June last, and enclosed communication from the Rangoon Chamber of Commerce, regarding the proposed revision of the contract for the conveyance of mails between India and England,

England, copy of a letter which my Lords have received from the Postmaster General, dated the 5th instant, on the subject.

Sir Louis Mallet, c.B.,
India Office.

I am, &c.
(signed) *William Law.*

— No. 17. —

The Post Office to the Treasury.

Sir,

General Post Office, 29 July 1878.

I AM directed by the Postmaster General to request that you will be good enough to lay before the Lords Commissioners of Her Majesty's Treasury, in connection with the tenders for the Eastern Mail Service, the enclosed copy of a memorial which has been addressed to his Lordship by merchants and bankers of London engaged in the trade with India and China, deprecating a division of the Eastern Mail Service into several branches, in any new contract which may be made; and also stating that no more convenient arrangement than that at present existing could be made as regards the arrivals and departures of the India and China Mails.

The Secretary to the Treasury.

I have, &c.
(signed) *John Tilley.*

Enclosure in No. 17.

To the Right Honourable Lord *John Manners*, M.P., Her Majesty's Postmaster General.

My Lord,

WE, the undersigned merchants and bankers engaged in the trade with India and China, beg most respectfully to lay before your Lordship the following observations on a matter of the utmost importance to the business which we carry on.

We perceive that your Lordship has invited tenders for the conveyance of the East India and China mails, under arrangements which will come into effect at the close of the present contract with the Peninsular and Oriental Steam Navigation Company, and we find that the invitations to tender are so arranged as to allow of either one or several contracts being made for the new services.

It would thus appear that your Lordship contemplates as possible a division of the Eastern Mail Services into several branches, instead of retaining the homogeneous system under which these mails have been satisfactorily carried for so many years. Such division would, it appears to us, lead to the separation of the India and China Mail Services, and probably to the delivery of those mails on different days of the week, thus destroying the excellent system to which the country at large has become so thoroughly accustomed in transacting business connected with the East.

We take the liberty therefore of stating, that in our opinion, any such division of the mail services would be fraught, not only with inconvenience, but injury to the important mercantile interests which we represent. We submit that most of the merchants who are engaged in trade with India are also more or less interested in that of China, and *vice versa*; while the banking and exchange operations carried on with these countries, are so completely mixed up together, that they cannot be carried on successfully unless the postal advices are deliverable at the same time. This system of interchange between the India and China trade, which renders the banking operations of both countries mutually dependent on each other, has been developed during the last 30 years to a great extent, by means of the regular and simultaneous working of the mail service in all its branches. We have, therefore, no hesitation in stating that any change in the fixed and regular character of the mail service would prove a serious interruption to the course of trade, and more particularly to banking and exchange operations. Whatever arrangements, therefore, your Lordship may feel called on to make in connection with the future working of the India and China Service, we respectfully ask that the commercial interests of the country may be kept prominently in view, so as to ensure the simultaneous arrival and dispatch of these mails.

We would also respectfully point out, that there could not be a more convenient arrangement as regards the arrivals and departures of the India and China Mails than that at present existing; we refer to the delivery of mails on Monday and their dispatch on Friday, and we venture to ask that this arrangement may be continued.

In bringing these requests under your Lordship's notice, it appears to us only fair to the Peninsular and Oriental Company, that we should express our appreciation of the remarkable punctuality with which they have carried out their extensive and complicated services during a long series of years. It cannot be denied that the efficiency of their service has been of the utmost value to the trade of the East. Nor can we regard, without great anxiety, the possibility of two or three unconnected, and probably experimental, lines being substituted for the comprehensive and efficient service performed by that Company.

We have, &c.

(signed)	<i>N. M. Rothschild & Sons.</i>	<i>T. A. Gibb & Co.</i>
	<i>D. Sassoon & Co.</i>	<i>For the Oriental Bank Corporation,</i>
	<i>R. & J. Henderson.</i>	<i>P. Campbell, Chief</i>
	<i>Forbes, Forbes & Co.</i>	<i>Manager.</i>
	<i>A. Durant & Co.</i>	<i>Smith, Fleming & Co.</i>
	<i>W. J. & H. Thompson.</i>	<i>The Borneo Company,</i>
	<i>Adamson, Gilfillan & Co.</i>	<i>John Harvey, Managing</i>
	<i>Harvey, Brand & Co.</i>	<i>Director.</i>
	<i>C. J. Hambro & Son.</i>	<i>Richardson, Findlay & Co.</i>
	<i>For the Chartered Mercantile</i>	<i>Evans, Pugh & Co., of China.</i>
	<i>Bank of India, London and</i>	<i>Ralli Brothers.</i>
	<i>China,</i>	<i>For the Hong Kong and</i>
	<i>G. G. Nicol, Chairman.</i>	<i>Shanghai Banking Corporation,</i>
	<i>For the Chartered Bank of</i>	<i>D. Maclean, Manager.</i>
	<i>India, Australia and China,</i>	<i>Bremner & Laycock.</i>
	<i>J. Howard Gwyther,</i>	<i>Dent, Palmer & Co.</i>
	<i>Manager.</i>	<i>Ashton & Co.</i>
	<i>The National Bank of India.</i>	<i>Gilman, Brothers & Co.</i>
	<i>For the Comptoir D'Escompte</i>	<i>Beadell, Wheeley & Co.</i>
	<i>de Paris,</i>	<i>(P.p.) G. R. Dewhurst,</i>
	<i>Henry Duval, Manager.</i>	<i>A. Bremner.</i>
	<i>Adamson & Co.</i>	<i>James Leckie & Co.</i>
	<i>E. & A. Deacon.</i>	<i>Anderson, Tritton & Co.</i>
	<i>James Finlay & Co.</i>	<i>(P.p.) Dent, Brothers & Co.</i>
	<i>Arbuthnot, Latham & Co.</i>	<i>H. P. Hanssen.</i>
	<i>Agra Bank, Limited,</i>	<i>Sanderson & Co.</i>
	<i>J. Thomson, Chairman.</i>	
	<i>Matheson & Co.</i>	
	<i>Crawford, Colvin & Co.</i>	

— No. 18. —

The Post Office to the Treasury.

My Lords,

General Post Office, 29 July 1878.

I HAVE the honour to transmit, for your consideration, the tenders which have been received for the conveyance of the East India and China Mails after the termination of the existing contract, and which were duly sent in on the 25th instant, the day fixed by your Lordships.

These tenders are as follows:—

1. A tender from the Sun Shipping Company, of Liverpool, for a service between Suez and Bombay, fortnightly.

2. Two tenders from Messrs. George Smith & Sons, of Glasgow, for services, weekly.

(a.) Between Brindisi and Bombay, by the Suez Canal.

(b.) Between Brindisi and Alexandria, and between Suez and Bombay.

3. Eighteen tenders from the Peninsular and Oriental Steam Navigation Company (the present contractors) for services varying in extent and in the rate of speed offered.

4. Eleven tenders from Mr. Alfred Holt, of Liverpool, varying, in like manner, in extent and in the rate of speed offered.

Nos. 1 and 2 may be set aside, as they do not provide a complete service.

The

The tenders of the Peninsular and Oriental Company and of Mr. Holt are so framed as to be competitive for the whole of the services required, and at rates of payment varying according to the speed at which each separate service is to be maintained.

The offers of these two competitors are tabulated in statements which each has sent in, thus rendering it unnecessary for me to prepare any additional abstract.

On a comparison and analysis of these statements, the tenders of Mr. Holt appear to me, upon the whole, to offer the greater advantage.

It is true that, for what the Peninsular and Oriental Company term an express service, equal to $11\frac{1}{2}$ knots an hour throughout between Brindisi, Alexandria, and Bombay, and 11 knots an hour between Suez and Shanghai, the sum demanded by the Company, viz., 410,000 *l.* a year, is lower than 446,000 *l.* a year demanded by Mr. Holt.

But, in his tender marked No. 3 on his statement, Mr. Holt offers to give the same rate of speed for 396,000 *l.* a year, that would be obtained by the acceptance of his higher tender of 446,000 *l.* a year; the only difference between his two tenders, No. 1 and No. 3, being that by the latter the China Mails are to be carried by way of Bombay, instead of by a direct packet from Suez, whereby the time occupied in reaching Shanghai would be increased to the extent of 28 hours over the time that would be occupied if the direct route were adopted.

If this reduced sum of 396,000 *l.* be compared with the Peninsular and Oriental Company's offer of 410,000 *l.*, the advantage is in favour of the offer of Mr. Holt.

But there is another point in connection with the offers for the highest rate of speed in respect of which Mr. Holt's tender is the more eligible.

For an additional sum of 8,000 *l.* a year, which will bring up his tender to 404,000 *l.*, and which will still be less than the Company's offer by 6,000 *l.*, Mr. Holt is willing to submit to absolute penalties, whilst the Peninsular and Oriental Company decline to undertake such a service unless the penalties are conditional.

In my opinion absolute penalties, putting aside their financial bearing, are, in so extended and complicated a service as this, essentially necessary in order to ensure punctuality, and should, on no account, be dispensed with.

With these observations on the subject of the tenders which offer the highest rate of speed, I come to the tender marked on No. 5 on Mr. Holt's statement.

He there undertakes to convey the mails at 11 knots an hour between Brindisi and Bombay, and 10 knots an hour between Bombay and Shanghai, for the sum of 336,500 *l.* a year, with absolute penalties.

The tender of the Peninsular and Oriental Company which may best be compared with this, is that marked No. 3 on their statement, which provides for a speed of $10\frac{1}{2}$ knots, instead of 10 knots offered by Mr. Holt, on the line from Suez to Shanghai. Against this gain of half-a-knot in speed there is, as a set off, an increase in the cost of 33,500 *l.* a year, their offer being 370,000 *l.* against Mr. Holt's offer of 336,500 *l.* a year.

With a service at 10 knots and the detour by Bombay, a delivery of the mails at Shanghai would be effected about 10 hours earlier than at present, and, seeing that no complaints against the time now occupied in the conveyance of mails to China have at any time been made, an additional expenditure of upwards of 30,000 *l.* a year to secure an arrival at Shanghai about 79 hours earlier than Mr. Holt's vessel would arrive, would not, I think, be warranted.

Your Lordships will no doubt give the fullest attention to all these questions, but, speaking as Postmaster General, and bearing in mind the considerations of economy which have been prescribed for the guidance of this Department, especially in the matter of Packet Contracts, I am bound to express an opinion that the acceptance of Mr. Holt's tender for 336,500 *l.* a year would afford as good a service as can reasonably be demanded by the public, either in the East or in this country. The mails would reach Bombay about 43 hours earlier than they now do, and the charge upon the Exchequer would be diminished by 93,500 *l.* a year,—no inconsiderable saving.

The suggestion of Mr. Holt, that the loss of time (which he estimates at 28 hours), caused by sending the China Mails *via* Bombay, might be reduced by

omitting the call at Aden, would probably meet with an opposition from the Government of India which could not be overruled.

Your Lordships will read with interest the able letters by which the tenders of the Peninsular and Oriental Company were accompanied.

I have only to add in conclusion that, from the high character of Mr. Holt as a ship owner, I do not doubt he will discharge faithfully and efficiently the important duty he undertakes, but I cannot view lightly and without regret a severance of this Department of the State from the Peninsular and Oriental Company after a connection which has lasted for more than 40 years. During this long period, the company have carried the Great Eastern Mails with marvellous regularity, and I am aware of no reason for believing that they have been more than fairly remunerated for the work which they have so well performed.

The Lords Commissioners of Her
Majesty's Treasury.

I have, &c.
(signed) *John Manners.*

P.S.—Since writing the above, I have received a letter from the War Office, objecting to the proposed withdrawal of the service between Southampton, Gibraltar, Malta, and Egypt, and a copy of that letter accompanies these papers.

Enclosure 1, in No. 18.

The Sun Shipping Company to the Post Office.

8B, Liverpool and London Chambers, Exchange,
Liverpool, 24 July 1878.

Sir,

IN sending in a tender for the conveyance of Her Majesty's mails between Suez and Bombay, each way, once a fortnight, we beg to say that we are open to negotiate a weekly service between these ports, for the sum of 210,000*l.* per annum, at a speed of 11 knots, or we will by our regular line of steamers, now running for the past 2½ years between Liverpool and Bombay, carry the mails free, provided no other line is subsidised.

Our steamers are well known as the fastest in the trade, and you would have no difficulty in getting the mails forwarded by efficient steamers from Suez twice each week. The sailings from Suez to Bombay during 1877 numbered 264 steamers.

We shall be prepared to furnish, when required, satisfactory guarantees, and any further information you may wish, for we shall be happy to supply.

The Secretary of
the Post Office, London.

We remain, &c.
(signed) *Alexander & Radcliffe.*

P.S.—We should mention that The Sun Shipping Company's steamers sail under the style of the "Hall Line."

FORM No. 3.

TENDER for Conveying HER MAJESTY'S MAILS between Suez and Bombay.*

Sir,

WE hereby offer to convey Her Majesty's mails on the conditions, marked "A," once each way in each fortnight, by steam-vessels of adequate power, between the port of Suez and the port of Bombay, at an average speed of 11 knots per hour:—

For the sum of 100,000*l.* per annum, if the contract be made for 8 years certain.

We agree to be subject to the penalties specified in the fourth condition, on condition that the penalties for delay on the voyage instead of being absolute shall not be payable when

* All tenders must be addressed to the Secretary of the Post Office, with the words "Tender for the conveyance of mails between Brindisi and Bombay" in the left-hand corner of the envelope. Other things equal, a preference will be given to a tender made upon this printed form, and in exact accordance therewith. Even, however, when this form is used, the parties tendering may, in a separate letter, to be forwarded with the tender, suggest, for consideration, any alteration in the conditions or otherwise. The Postmaster General does not engage, irrespective of other considerations, to accept the lowest tender, nor does he engage to accept any tender.

when it is proved to the satisfaction of the Postmaster General that the delay has arisen from causes beyond our control.

We propose as our sureties, in the penalty of 20,000 *l.*, Mr. James Radcliffe, of 20, Faulkner-street, Manchester, and Mr. Robert Alexander, of 8B, Liverpool and London Chambers, Liverpool; and we refer you to Manchester and District Bank, Manchester, and Liverpool Union Bank, respectively, as persons of whom inquiry can be made as to the responsibility of such sureties.

We agree to commence the service on the 1st of February 1880, and, should such service not be commenced on such day, or on the first day thereafter which the Postmaster General may fix as the day of sailing, we agree to pay to Her Majesty the sum of 100 *l.* for every day from that time until the said service shall be begun by us; but so that the whole amount of penalties for such failure shall not exceed 20,000 *l.*

And we agree to execute a contract for the performance of the said service according to the said conditions marked "A."

We are, &c.

For The Sun Shipping Company, Limited,
Alexander & Radcliffe, Managers,
8B, Liverpool and London Chambers,

The Secretary of the Post Office.

Exchange, Liverpool.

CONDITIONS,

Referred to as marked "A."

1. THE contractors to convey, during the continuance of the contract, Her Majesty's mails between Suez and Bombay by steam vessels; the vessels to call on the voyage between Suez and Bombay, in both directions, at Aden.

2. The mails must be conveyed from Suez to Bombay and from Bombay to Suez, in 270½ hours, exclusive of stoppages; except during the prevalence of the south-west monsoon, when 48 hours additional will be allowed for the voyage from Bombay to Suez. The duration of the stoppages to be fixed by the Postmaster General.

3. Under the term "*Her Majesty's Mails*," are to be comprehended all boxes, bags, or packets of letters, newspapers, books, or printed papers, and all other articles transmissible by the post, without regard either to the place to which they may be addressed or to that in which they may have originated; also all empty bags, empty boxes, and other stores and articles, used or to be used in carrying on the Post Office service, which shall be sent by or to or from the British or Indian Post Office.

4. A penalty of 500 *l.* to be incurred on each occasion when the contractors fail in providing a vessel, in accordance with their contract, ready to put to sea at the appointed time, and a further penalty of 100 *l.* for every day's failure in providing such a vessel after such appointed time; but so that these penalties shall not, in the aggregate, exceed the part of the subsidy applicable to a single voyage, plus the sum of 1,000 *l.* The contractors also to be subject to a penalty of 100 *l.* for every complete period of 12 hours consumed on any outward or homeward voyage between Suez and Bombay beyond the number of hours allowed for the voyage, such penalties to be inflicted from whatever cause the delay may arise; but so that the total amount of the last-named penalty for delay on any one voyage shall never exceed the part of the subsidy applicable to such voyage.

5. The payment by the contractors of any penalties shall in no way prejudice the right of the Postmaster General to treat the failure to provide a proper vessel at the appointed time, or to perform a voyage at or within the appointed period, as a breach of the contract.

6. The contractors to supply, during the continuance of the contract, and to the satisfaction of the Postmaster General, a sufficient number of steam vessels of adequate power, and in all respects suited for the performance of the service between Suez and Bombay within the time stipulated in the tender.

7. The contractors must further provide and keep in complete repair at Bombay a small steam vessel, to be so constructed as to be able, at all times of tide, to land and embark the mails; but a necessity to use this steam vessel shall give no claim to any addition to the time allowed.

8. The vessels to be always supplied with all necessary and proper machinery, engines, apparel, furniture, stores, tackle, boats, fuel, lamps, oil, tallow, provisions, anchors, cables, fire-pumps, and other proper means for extinguishing fire, lightning conductors, charts, chronometers, proper nautical instruments, and whatsoever else may be necessary for equipping the said vessels, and rendering them constantly efficient for the service to be performed. The vessels to be manned by legally qualified and competent officers, and by a sufficient crew of engineers, able seamen, and other men, and with a competent surgeon, to be subject to the approval of the Postmaster General.

9. If the Postmaster General shall consider any of the vessels unfit for the conveyance of mails, he may require the contractors to show cause why such vessel should not be withdrawn from the service, and unless within six weeks after such requisition the contractors shall show cause to the contrary to the satisfaction of the Postmaster General, he may at any time after the expiration of the said period declare such vessel to be unfit for the conveyance of mails, and after such declaration shall have been made it shall not be

lawful for such contractors to employ such vessel in the performance of the contract. In order to determine whether the Postmaster General shall be justified in declaring any vessel unfit for the conveyance of mails, or whether the contractors shall be able to show cause to the contrary, a special examination shall be made of the hull and machinery of any such vessel by such person or persons as may be selected for that purpose by the Postmaster General.

10. The equipments, officers, engineers, and crew of each vessel, when such vessel is in any British port, shall be subject at all times to the inspection of the Postmaster General, or of such other person or persons as he shall at any time or times authorise to make such inspection.

11. The days and hours of departure from the ports of Bombay and Suez, to be fixed by the Postmaster General, and to be subject to alteration by him, from time to time, on a notice to the contractors of three months. The Postmaster General also to have power, by an order to the commander, to delay the departure of any vessel from any port, for a period not exceeding 24 hours.

12. On giving reasonable notice to the contractors, the Postmaster General to be at liberty to modify the service in yet more important matters; as, for example, to increase or decrease the frequency of the conveyance of mails between any of the ports, or to extend the conveyance of mails to other ports, or to discontinue the conveyance of mails to any port. The amount to be paid or deducted for any alteration to be settled by agreement, or failing that, by arbitration in the usual manner.

13. The contractors to provide, to the satisfaction of the Postmaster General, a separate and convenient place of deposit for the mails on board each vessel, and also a room on deck for the purpose of sorting and making up the mails on board the packets employed between Suez and Bombay. The services of the crew to be given in the conveyance of the mails between the mail-room and sorting-room.

14. Proper accommodation and mess to be provided on board every packet between Suez and Bombay for an officer in the service of the Indian Post Office, to take charge of the mails, and for an assistant to be employed with the officer in sorting them. The officer to be virtualled and otherwise treated as a chief cabin passenger, and the assistant as a fore cabin passenger. Both to be allowed to remain on board during the stay of the packet at Suez. Should a further number of officers be required for the purpose of sorting and making up the mails, suitable accommodation and victualling to be provided for such additional officers, and payment for their passage and victualling to be made at the rates charged for ordinary passengers of the same class.

15. At each port where the mails are to be delivered or received, the officer having charge of them shall, whenever he may deem it necessary, be conveyed to and from the shore, with or without the mails (as he may desire), in a suitable boat of not less than four oars, to be furnished with effectual covering for the mails, and to be properly manned and equipped.

16. The contractors and all commanding and other officers of the vessels which may be employed in the performance of the contract, and all agents, seamen, and servants of the contractors, shall, at all times during the continuance of the contract, punctually attend to the orders of the Postmaster General, as to the mode, time, and place of embarking and disembarking mails.

17. The commander shall take charge of the mails, whenever he may be required to do so, and be responsible for their due receipt and delivery. He shall also make the usual Post Office declaration, and furnish such journal, returns, and other information, and perform such other services, as the Postmaster General may from time to time require.

18. Except such letters as are not required by law to pass through the Post Office, the contractors not to receive, or permit to be received, for conveyance on board any of the vessels employed under the contract, any letters other than those contained in Her Majesty's mails. No mails must be conveyed on behalf of any colony or foreign country without permission of the Postmaster General; and the whole postage of every mail shall, under all circumstances, be at his disposal.

19. The contractors not to convey in any of the vessels employed under this contract any nitro-glycerine or any other article which shall have been legally declared specially dangerous.

20. Every vessel which may have started, or which should have started, before the termination of the contract must complete its voyage in like manner as if the contract remained in force.

21. The contractors when so required, to be bound to convey from any one port of departure or call, to any other such port, any number of Government passengers not exceeding eight, in any one ship, with or without their wives and children, as chief cabin or first-class passengers, and any number of non-commissioned and warrant officers not exceeding four, in any one ship, with or without their wives and children, as fore cabin or second-class passengers, together with servants of both chief and fore cabin passengers; and any number of seamen, marines, soldiers, or artificers in Her Majesty's service, not exceeding 10 in any one ship, with or without their wives and children, as deck or third-class passengers, to be always provided with effectual protection from rain, sun, and bad weather, and not exposed on deck without such competent shelter, and to have hammocks or bunks (subject to the approval of the Lords Commissioners of the Admiralty) placed between decks.

22. The passengers who shall be conveyed, in pursuance of the last preceding clause, with

with their families shall be treated in no respect, whether as regards food, cabin, or other accommodation, or aught else, in a way inferior to that of ordinary passengers of the same class, or that required by the regulations of Her Majesty's Transport Service. The messing of the first and second-class Government passengers shall include, in each day, an imperial pint of good sound bottled or draught ale or beer, and that of the first-class, in addition, an imperial pint of good foreign wine. The several classes of passengers shall mess in separate places, and medical attendance, medicine, and medical comforts, mess utensils, and fittings, cooking utensils, articles for table use and mess places, fuel, lights, requisite articles of bedding, and all other necessities, shall be provided for them in like manner as for ordinary passengers of the like classes respectively.

23. The passage money for Government passengers or their families to be the same as that charged by the contractors for ordinary passengers of a similar kind, and to include all the requisites specified in the 22nd condition; and the freight of baggage according to Government scale. Whenever any alterations of rates for ordinary passengers may be made, the Postmaster General and the Lords Commissioners of the Admiralty to be immediately apprised of such alterations.

24. Returns of the embarkation and disembarkation of all Government passengers to be furnished to the Director of Transport Services immediately after the departure and arrival of each vessel.

25. Payments for passage money of Government passengers to be applied for by invoices according to a form to be obtained from the Office of the Director of Transport Services, and to be made upon the production, to the Director, of the orders for the passages, together with a certificate, under the hand of the commanding officer, specifying the number of the third-class passengers (men, women and children) conveyed, with the ages and sexes of the latter, and stating the periods during which these have been regularly supplied, while on board, with provisions; and also of a certificate, under the hand of each first and second-class passenger, of his or her having been landed at the place of destination, and of having been properly accommodated and messed during the voyage, and specifying the dates from and to which they were so messed, computed from the first to the last dinner meal.

26. The passage money for the wives and families of commissioned and civil officers, when not ordered to be conveyed at the public expense, to be paid to the contractors by the officers themselves.

27. In all cases where an officer in the civil, naval, or military service of Her Majesty, who may not be entitled to a passage at the public expense, shall require a passage on board any of the vessels employed in the performance of the contract, the contractors to be bound, when they have room, to provide such passage, in preference to private passengers, and to charge no higher rate for such passage than is chargeable for ordinary passengers.

28. The contractors to receive on board each of the vessels employed in the performance of the contract, and to convey, on behalf of the Admiralty, any small packages which may be ordered for conveyance; and also (on receiving from the Postmaster General or his officers or agents, or from the British naval officer in command of the station, two days previous notice) to receive on board any naval or other stores not exceeding 10 tons weight, or 15 tons of 40 cubic feet each in measurement, at any one time, in any one vessel; and to convey and deliver such small packages and stores at the lowest rate of freight charged by the contractors for private goods; immediate notice being given to the Postmaster General and the Lords Commissioners of the Admiralty of any alteration in such rate of freight. The contractors to be in all cases responsible for the custody and safe and speedy delivery of the packages and stores.

29. The Lords Commissioners of the Admiralty shall at any time during the continuance of the contract, if they shall consider it necessary for the public interest, have power and be at liberty to purchase any of the vessels at a valuation, or to charter the same exclusively for Her Majesty's service, at a rate of hire to be mutually fixed and agreed on by them and the contractors.

30. The Postmaster General to be authorised to delegate any of his powers to such persons as he may deem fit to exercise them.

31. The contractors to make any arrangements which may be required relative to quarantine.

32. Except where otherwise specified, none of the duties enumerated in the foregoing conditions to give the contractors any claim to remuneration beyond the general subsidy.

33. Every sum of money forfeited by the contractors to be considered as stipulated or ascertained or liquidated damages, and to be payable, whether any damage shall or shall not have been sustained by reason of the breach for which the penalty may be levied. The amount to be deducted by the Postmaster General out of any moneys then payable or which may thereafter become payable to the contractors; or, at his discretion, the payment thereof may be enforced, with full costs of suit.

34. The contract to continue in force until the expiration of a notice to be given in writing at any time by either party 24 calendar months previous to the expiration of the term agreed upon.

35. Subject to deductions for penalties or otherwise, payments to be made quarterly at the General Post Office out of moneys to be provided by Parliament.

36. All notices which the Postmaster General or any of his officers or agents are authorised to give, either to be delivered to the commander of any vessel of the contractors or to any officer or agent of the contractors in charge of any such vessel or to be left at the office or last-known place of business of the contractors.

37. The contractors not to assign, underlet, or dispose of the contract, or any part thereof, without the consent in writing of the Postmaster General.

38. In case of the breach of the 37th condition, or in case of a great or habitual breach of the contract of any other kind, the Postmaster General to have power, and that without previous notice, to terminate the contract; such termination not to give the contractors any claim to compensation.

39. In pursuance of the provisions of the Act 22 Geo. 3, c. 45, no Member of the House of Commons to be admitted to any share of the contract, or to any benefit arising therefrom.

40. For the due fulfilment of the contract, the contractors to enter into a bond, with two responsible sureties, to be named in their tenders, in the penalty of 20,000 *l.* Such penalty to be considered and recoverable as liquidated damages.

41. Should any dispute arise respecting the interpretation of any part of the contract to be framed on the basis of these conditions, the same to be settled by arbitration in the usual manner; and a submission to arbitration may be made a rule of court.

42. The contract will not be binding until it has been approved of by a Resolution of the House of Commons.

Enclosure 2, in No. 18.

Messrs. *George Smith & Sons* to the Post Office.

101, St. Vincent-street, Glasgow,
24 July 1878.

Dear Sir,

WE now beg to hand you tenders for the conveyance of Her Majesty's mails between this country and India, as per Forms No. 3 and 4, on the understanding that, if accepted, we shall hear from you within the next six or eight weeks.

In addition to these, we would be willing to carry without extra charge a heavy mail between Liverpool and Bombay weekly each way, calling at Gibraltar and Malta; also with our present Calcutta line of steamers we would carry a heavy mail fortnightly from Liverpool to Calcutta, and from Calcutta to London, as nearly fortnightly as the tides in the Hooghly will permit.

We are, &c.
(signed) *Geo. Smith & Sons.*

The Secretary of the Post Office, London.

FORM No. 4.

TENDER for Conveying HER MAJESTY'S MAILS between *Brindisi* and *Bombay*, via the *Suez Canal*.*

Sir,

WE hereby offer to convey Her Majesty's mails on the conditions marked "A," once each way in each week, by steam vessels of adequate power, between the port of Brindisi and the port of Bombay, *viâ* Suez Canal, at an average speed, on either side of the canal, of 12 knots per hour:—

For the sum of 455,000 *l.* sterling per annum if the contract be made for five years certain.

For the sum of 440,000 *l.* sterling per annum if the contract be made for six years certain.

For the sum of 420,000 *l.* sterling per annum if the contract be made for seven years certain.

For the sum of 395,000 *l.* sterling per annum if the contract be made for eight years certain.

An abatement would be made of—

30,000 <i>l.</i> sterling	if speed be 11½ knots	between Suez and Bombay.
75,000 <i>l.</i> sterling	- ditto - 11 knots	ditto - ditto.
100,000 <i>l.</i> sterling	- ditto - 10½ knots	ditto - ditto.
130,000 <i>l.</i> sterling	- ditto - 10 knots	ditto - ditto.

The

All tenders must be addressed to the Secretary of the Post Office, with the words "Tender for the conveyance of mails between Brindisi and Bombay" in the left-hand corner of the envelope. Other things equal, a preference will be given to a tender made upon this printed form, and in exact accordance therewith. Even, however, when this form is used, the parties tending may, in a separate letter, to be forwarded with the tender, suggest, for consideration, any alteration in the conditions or otherwise. The Postmaster General does not engage, irrespective of other considerations, to accept the lowest tender, nor does he engage to accept any tender.

The actual steaming time required in the Suez Canal is about 20 hours, but as two nights might intervene on the passage through, and as there might also be obstructions in the canal, we would require 48 hours.

We agree to be subject to the penalties specified in the fourth condition.

But we will submit to an abatement of 10,000 *l.* sterling in the amount of subsidy, on condition that the penalty for delay on the voyage instead of being absolute shall not be payable when it is proved to the satisfaction of the Postmaster General that the delay has arisen from causes beyond our control.

We propose as our sureties, in the penalty of 20,000 *l.*, Mr. Alexander Allen, of Glasgow, and Mr. John P. Kerr, of Paisley, and we refer you to the manager of the National Bank of Scotland at Glasgow and Paisley, as persons of whom inquiry can be made as to the responsibility of such sureties.

We agree to commence the service on the 1st of February 1880, and, should such service not be commenced on such day, or on the first day thereafter, which the Postmaster General may fix as the day of sailing, we agree to pay to Her Majesty the sum of 100 *l.* for every day from that time until the said service shall be begun by us; but so that the whole amount of penalties for such failure shall not exceed 20,000 *l.*

And we agree to execute a contract for the performance of the said service according to the said conditions marked "A."

The Secretary of the Post Office.

We are, &c.
(signed) *Geo. Smith & Sons, Glasgow.*

CONDITIONS,

Referred to as marked "A."

1. THE contractors to convey, during the continuance of the contract, Her Majesty's mails between Brindisi and Bombay by steam vessels; the vessels to call on the voyage, in both directions, at Port Said, Suez, and Aden.

2. The duration of the stoppages at the ports of call to be fixed by the Postmaster General. During the prevalence of the south-west monsoon 48 hours additional time to be allowed for the voyage from Bombay to Brindisi.

3. Under the term "*Her Majesty's Mails*," are to be comprehended all boxes, bags, or packets of letters, newspapers, books, or printed papers, and all other articles transmissible by the post, without regard either to the place to which they may be addressed or to that in which they may have originated; also all empty bags, empty boxes, and other stores and articles, used or to be used in carrying on the Post Office service, which shall be sent by or to or from the British or Indian Post Office.

4. A penalty of 500 *l.* to be incurred on each occasion when the contractors fail in providing a vessel, in accordance with their contract, ready to put to sea at the appointed time, and a further penalty of 100 *l.* for every day's failure in providing such a vessel after such appointed time; but so that these penalties shall not, in the aggregate, exceed the part of the subsidy applicable to a single voyage, plus the sum of 1,000 *l.* The contractors also to be subject to a penalty of 100 *l.* for every complete period of 12 hours consumed on any voyage from Brindisi to Bombay, and a penalty of 200 *l.* for every complete period of 12 hours consumed on any voyage from Bombay to Brindisi, from whatever cause arising, beyond the number of hours allowed for the voyage; but so that the total amount of the last-named penalty for delay on any one voyage shall never exceed the part of the subsidy applicable to such voyage.

5. The payment by the contractors of any penalties shall in no way prejudice the right of the Postmaster General to treat the failure to provide a proper vessel at the appointed time, or to perform a voyage at or within the appointed period, as a breach of the contract.

6. The contractors to supply, during the continuance of the contract, and to the satisfaction of the Postmaster General, a sufficient number of steam vessels of adequate power, and in all respects suited for the performance of the service at the speed stipulated in the tender.

7. The contractors must further provide and keep in complete repair at Bombay a small steam vessel, to be so constructed as to be able, at all times of tide, to land and embark the mails; but a necessity to use this steam vessel shall give no claim to any addition to the time allowed.

8. The vessels to be always supplied with all necessary and proper machinery, engines, apparel, furniture, stores, tackle, boats, fuel, lamps, oil, tallow, provisions, anchors, cables, fire-pumps, and other proper means for extinguishing fire, lightning conductors, charts, chronometers, proper nautical instruments, and whatsoever else may be necessary for equipping the said vessels, and rendering them constantly efficient for the service to be performed. The vessels to be manned by legally qualified and competent officers, and by a sufficient crew of engineers, able seamen, and other men, and with a competent surgeon, to be subject to the approval of the Postmaster General.

9. If the Postmaster General shall consider any of the vessels unfit for the conveyance of mails, he may require the contractors to show cause why such vessel should not be withdrawn from the service, and unless within six weeks after such requisition the contractors shall show cause to the contrary to the satisfaction of the Postmaster General, he may at any time after the expiration of the said period declare such vessel to be unfit for the conveyance.

veyance of mails, and after such declaration shall have been made it shall not be lawful for the contractors to employ such vessel in the performance of the contract. In order to determine whether the Postmaster General shall be justified in declaring any vessel unfit for the conveyance of mails, or whether the contractors shall be able to show cause to the contrary, a special examination shall be made of the hull and machinery of any such vessel by such person or persons as may be selected for that purpose by the Postmaster General.

10. The equipments, officers, engineers, and crew of each vessel, when such vessel is in any British port, shall be subject at all times to the inspection of the Postmaster General, or of such other person or persons as he shall at any time or times authorise to make such inspection.

11. The days and hours of departure from the ports of Brindisi and Bombay to be fixed by the Postmaster General, and to be subject to alteration by him, from time to time, on a notice to the contractors of three months. The Postmaster General also to have power, by an order to the commander, to delay the departure of any vessel from either port for a period not exceeding 24 hours.

12. On giving reasonable notice to the contractors, the Postmaster General to be at liberty to modify the service in yet more important matters; as, for example, to increase or decrease the frequency of the conveyance of mails between any of the ports, or to extend the conveyance of mails to other ports or to discontinue the conveyance of mails to any port. The amount to be paid or deducted for any alteration to be settled by agreement, or failing that, by arbitration in the usual manner.

13. The contractors to provide, to the satisfaction of the Postmaster General, a separate and convenient place of deposit for the mails on board each vessel, and also a room on deck for the purpose of sorting and making up the mails on board the packets between Suez and Bombay. The services of the crew to be given in the conveyance of the mails between the mail-room and sorting-room.

14. Proper accommodation and mess to be provided on board every packet between Suez and Bombay for an officer in the service of the Indian Post Office, to take charge of the mails, and for an assistant to be employed with the officer in sorting them. The officer to be victualled and otherwise treated as a chief cabin passenger, and the assistant as a fore cabin passenger. Both to be allowed to remain on board during the stay of the packet at Suez. Should a further number of officers be required for the purpose of sorting and making up the mails, suitable accommodation and victualling to be provided for such additional officers, and payment of their passage and victualling to be made at the rates charged for ordinary passengers of the same class.

15. At each port where the mails are to be delivered or received, the officer having charge of them shall, whenever he may deem it necessary, be conveyed to and from the shore, with or without the mails (as he may desire), in a suitable boat of not less than four oars, to be furnished with effectual covering for the mails, and to be properly manned and equipped.

16. The contractors and all commanding and other officers of the vessels which may be employed in the performance of the contract, and all agents, seamen, and servants of the contractors, shall, at all times during the continuance of the contract, punctually attend to the orders of the Postmaster General, as to the mode, time, and place of embarking and disembarking mails.

17. The commander shall take charge of the mails, whenever he may be required to do so, and be responsible for their due receipt and delivery. He shall also make the usual Post Office declaration, and furnish such journal, returns, and other information, and perform such other services as the Postmaster General may from time to time require.

18. Except such letters as are not required by law to pass through the Post Office, the contractors not to receive, or permit to be received, for conveyance on board any of the vessels employed under the contract, any letters other than those contained in Her Majesty's mails. No mails must be conveyed on behalf of any colony or foreign country without permission of the Postmaster General; and the whole postage of every mail shall, under all circumstances, be at his disposal.

19. The contractors not to convey in any of the vessels employed under this contract any nitro-glycerine or any other article which shall have been legally declared specially dangerous.

20. Every vessel which may have started, or which should have started, before the termination of the contract must complete its voyage in like manner as if the contract remained in force.

21. The contractors, when so required, to be bound to convey from any one port of departure or call, to any other such port, any number of Government passengers not exceeding eight, in any one ship, with or without their wives and children, as chief cabin or first-class passengers, and any number of non-commissioned and warrant officers not exceeding four, in any one ship, with or without their wives and children, as fore-cabin or second-class passengers, together with servants of both chief and fore-cabin passengers; and any number of seamen, marines, soldiers, or artificers in Her Majesty's service, not exceeding ten in any one ship, with or without their wives and children, as deck or third-class passengers, to be always provided with effectual protection from rain, sun, and bad weather, and not exposed on deck without such competent shelter, and to have hammocks or bunks (subject to the approval of the Lords Commissioners of the Admiralty) placed between decks.

22. The passengers who shall be conveyed, in pursuance of the last preceding clause, with their families shall be treated in no respect, whether as regards food, cabin, or other accommodation,

modation, or aught else, in a way inferior to that of ordinary passengers of the same class, or that required by the regulations of Her Majesty's transport service. The messing of the first and second-class Government passengers shall include, in each day, an imperial pint of good sound bottled or draught ale or beer, and that of the first class, in addition, an imperial pint of good foreign wine. The several classes of passengers shall mess in separate places, and medical attendance, medicine, and medical comforts, mess utensils, and fittings, cooking utensils, articles for table use and mess places, fuel, lights, requisite articles of bedding, and all other necessities, shall be provided for them in like manner as for ordinary passengers of the like classes respectively.

23. The passage money for Government passengers or their families to be the same as that charged by the contractors for ordinary passengers of a similar kind, and to include all the requisites specified in the 22nd condition; and the freight of baggage according to Government scale. Whenever any alterations of rates for ordinary passengers may be made, the Postmaster General and the Lords Commissioners of the Admiralty to be immediately apprised of such alterations.

24. Returns of the embarkation and disembarkation of all Government passengers to be furnished to the Director of Transport Services immediately after the departure and arrival of each vessel.

25. Payments for passage money of Government passengers to be applied for by invoices according to a form to be obtained from the Office of the Director of Transport Services, and to be made upon the production, to the Director, of the orders for the passages, together with a certificate, under the hand of the commanding officer, specifying the number of the third-class passengers (men, women, and children) conveyed, with the ages and sexes of the latter, and stating the periods during which these have been regularly supplied, while on board, with provisions; and also of a certificate, under the hand of each first and second-class passenger, of his or her having been landed at the place of destination, and of having been properly accommodated and messed during the voyage, and specifying the dates from and to which they were so messed, computed from the first to the last dinner meal.

26. The passage-money for the wives and families of commissioned and civil officers, when not ordered to be conveyed at the public expense, to be paid to the contractors by the officers themselves.

27. In all cases where an officer in the civil, naval, or military service of Her Majesty, who may not be entitled to a passage at the public expense, shall require a passage on board any of the vessels employed in the performance of the contract, the contractors to be bound, when they have room, to provide such passage, in preference to private passengers, and to charge no higher rate for such passage than is chargeable for ordinary passengers.

28. The contractors to receive on board each of the vessels employed in the performance of the contract, and to convey on behalf of the Admiralty, any small packages which may be ordered for conveyance; and also (on receiving from the Postmaster General or his officers or agents, or from the British naval officer in command of the station, two days previous notice) to receive on board any naval or other stores not exceeding 10 tons weight, or 15 tons of 40 cubic feet each in measurement, at any one time in any one vessel; and to convey and deliver such small packages and stores at the lowest rate of freight charged by the contractors for private goods; immediate notice being given to the Postmaster General and the Lords Commissioners of the Admiralty of any alteration in such rate of freight. The contractors to be in all cases responsible for the custody and safe and speedy delivery of the packages and stores.

29. The Lords Commissioners of the Admiralty shall at any time during the continuance of the contract, if they shall consider it necessary for the public interest, have power and be at liberty to purchase any of the vessels at a valuation, or to charter the same exclusively for Her Majesty's service, at a rate of hire to be mutually fixed and agreed on by them and the contractors.

30. The Postmaster General to be authorised to delegate any of his powers to such persons as he may deem fit to exercise them.

31. The contractors to make any arrangements which may be required relative to quarantine.

32. Except where otherwise specified, none of the duties enumerated in the foregoing conditions to give the contractors any claim to remuneration beyond the general subsidy.

33. Every sum of money forfeited by the contractors to be considered as stipulated or ascertained or liquidated damages, and to be payable whether any damage shall or shall not have been sustained by reason of the breach for which the penalty may be levied. The amount to be deducted by the Postmaster General out of any moneys then payable or which may thereafter become payable to the contractors; or, at his discretion, the payment thereof may be enforced, with full costs of suit.

34. The contract to continue in force until the expiration of a notice to be given in writing at any time by either party 24 calendar months previous to the expiration of the term agreed upon.

35. Subject to deductions for penalties or otherwise, payments to be made quarterly at the General Post Office out of moneys to be provided by Parliament.

36. All notices which the Postmaster General or any of his officers or agents are authorised to give, either to be delivered to the commander of any vessel of the contractors or to any officer or agent of the contractors in charge of any such vessel or to be left at the office or last known place of business of the contractors.

37. The contractors not to assign, underlet, or dispose of the contract, or any part thereof, without the consent, in writing, of the Postmaster General.

38. In case of the breach of the 37th Condition, or in case of a great or habitual breach of the contract of any other kind, the Postmaster General to have power, and that without previous notice, to terminate the contract, such termination not to give the contractors any claim to compensation.

39. In pursuance of the provisions of the Act 22 Geo. 3, c. 45, no Member of the House of Commons to be admitted to any share of the contract, or to any benefit arising therefrom.

40. For the due fulfilment of the contract, the contractors to enter into a bond, with two responsible sureties, to be named in their tenders, in the penalty of 20,000 *l.* Such penalty to be considered and recoverable as liquidated damages.

41. Should any dispute arise respecting the interpretation of any part of the contract to be framed on the basis of these Conditions, the same to be settled by arbitration in the usual manner; and a submission to arbitration may be made a rule of court.

42. The contract will not be binding until it has been approved of by a Resolution of the House of Commons.

FORM No. 3.

TENDER for Conveying HER MAJESTY'S MAILS between *Brindisi* and *Alexandria* and between *Suez* and *Bombay*.*

Sir,

WE hereby offer to convey Her Majesty's Mails on the Conditions marked "A," once each way in each week, by steam vessels of adequate power, between the Port of Brindisi and the Port of Alexandria, and between the Port of Suez and the Port of Bombay, at an average speed of 12 knots per hour:—

For the sum of 455,000 *l.* sterling per annum if the contract be made for 5 years certain.

For the sum of 440,000 *l.* sterling per annum if the contract be made for 6 years certain.

For the sum of 420,000 *l.* sterling per annum if the contract be made for 7 years certain.

For the sum of 395,000 *l.* sterling per annum if the contract be made for 8 years certain.

An abatement would be made of—

£. 30,000 sterling if speed be 11½ knots per hour between Suez and Bombay.

£. 75,000 sterling if speed be 11 knots per hour between Suez and Bombay.

£. 100,000 sterling if speed be 10½ knots per hour between Suez and Bombay.

£. 130,000 sterling if speed be 10 knots per hour between Suez and Bombay.

We agree to be subject to the penalties specified in the fourth condition.

But we will submit to an abatement of 10,000 *l.* sterling in the amount of subsidy, on condition that the penalties for delay on the voyage instead of being absolute shall not be payable when it is proved to the satisfaction of the Postmaster General that the delay has arisen from causes beyond our control.

We propose as our sureties, in the penalty of 20,000 *l.*, Mr. Alexander Allen, of Glasgow, and Mr. John P. Kerr, of Paisley, and we refer you to the Manager of the National Bank of Scotland at Glasgow and Paisley as persons of whom inquiry can be made as to the responsibility of such sureties.

We agree to commence the service on the 1st of February 1880, and, should such service not be commenced on such day, or on the first day thereafter which the Postmaster General may fix as the day of sailing, we agree to pay to Her Majesty the sum of one hundred pounds for every day from that time until the said service shall be begun by us; but so that the whole amount of penalties for such failure shall not exceed 20,000 *l.*

And we agree to execute a contract for the performance of the said service according to the said Conditions marked "A."

We are, &c.
(signed) *Geo. Smith & Sons,*
Glasgow.

The Secretary of the Post Office.

* All tenders must be addressed to the Secretary of the Post Office, with the words "Tender for the conveyance of mails between Brindisi and Bombay" in the left-hand corner of the envelope. Other things equal, a preference will be given to a tender made upon this printed form, and in exact accordance therewith. Even, however, when this form is used, the parties tendering may, in a separate letter, to be forwarded with the tender, suggest, for consideration, any alteration in the Conditions or otherwise. The Postmaster General does not engage, irrespective of other considerations, to accept the lowest tender, nor does he engage to accept any tender.

CONDITIONS,

Referred to as marked "A."

1. THE contractors to convey, during the continuance of the contract, Her Majesty's mails between Brindisi and Alexandria and between Suez and Bombay by steam vessels; the vessels to call on the voyage between Suez and Bombay in both directions, at Aden.

2. The mails must be conveyed from Brindisi to Alexandria and from Alexandria to Brindisi, in 69 hours, and from Suez to Bombay and from Bombay to Suez, in 248 hours, exclusive of stoppages; except during the prevalence of the south-west monsoon, when 48 hours additional will be allowed for the voyage from Bombay to Suez. The duration of the stoppages to be fixed by the Postmaster General.

3. Under the term "*Her Majesty's Mails*," are to be comprehended all boxes, bags, or packets of letters, newspapers, books, or printed papers, and all other articles transmissible by the post, without regard either to the place to which they may be addressed or to that in which they may have originated; also all empty bags, empty boxes, and other stores and articles, used or to be used in carrying on the Post Office service, which shall be sent by or to or from the British or Indian Post Office.

4. A penalty of 500 £. to be incurred on each occasion when the contractors fail in providing a vessel, in accordance with their contract, ready to put to sea at the appointed time, and a further penalty of 100 £. for every day's failure in providing such a vessel after such appointed time; but so that these penalties shall not, in the aggregate, exceed the part of the subsidy applicable to a single voyage, plus the sum of 1,000 £. The contractors also to be subject to a penalty of 25 £. for every complete period of six hours consumed on any outward or homeward voyage between Brindisi and Alexandria, and to a penalty of 100 £. for every complete period of 12 hours consumed on any outward or homeward voyage between Suez and Bombay beyond the number of hours allowed for the voyage, such penalties to be inflicted from whatever cause the delay may arise; but so that the total amount of the last-named penalty for delay on any one voyage shall never exceed the part of the subsidy applicable to such voyage.

5. The payment by the contractors of any penalties shall in no way prejudice the right of the Postmaster General to treat the failure to provide a proper vessel at the appointed time, or to perform a voyage at or within the appointed period, as a breach of the contract.

6. The contractors to supply, during the continuance of the contract, and to the satisfaction of the Postmaster General, a sufficient number of steam vessels of adequate power, and in all respects suited for the performance of the service between Brindisi and Alexandria and between Suez and Bombay within the time stipulated in the tender.

7. The contractors must further provide and keep in complete repair at Bombay a small steam vessel, to be so constructed as to be able, at all times of tide, to land and embark the mails; but a necessity to use this steam vessel shall give no claim to any addition to the time allowed.

8. The vessels to be always supplied with all necessary and proper machinery, engines, apparel, furniture, stores, tackle, boats, fuel, lamps, oil, tallow, provisions, anchors, cables, fire-pumps, and other proper means for extinguishing fire, lightning conductors, charts, chronometers, proper nautical instruments, and whatsoever else may be necessary for equipping the said vessels, and rendering them constantly efficient for the service to be performed. The vessels to be manned by legally qualified and competent officers, and by a sufficient crew of engineers, able seamen, and other men, and with a competent surgeon, to be subject to the approval of the Postmaster General.

9. If the Postmaster General shall consider any of the vessels unfit for the conveyance of mails, he may require the contractors to show cause why such vessel should not be withdrawn from the service, and unless within six weeks after such requisition the contractors shall show cause to the contrary, to the satisfaction of the Postmaster General, he may at any time after the expiration of the said period declare such vessel to be unfit for the conveyance of mails, and after such declaration shall have been made it shall not be lawful for the contractors to employ such vessel in the performance of the contract. In order to determine whether the Postmaster General shall be justified in declaring any vessel unfit for the conveyance of mails, or whether the contractors shall be able to show cause to the contrary, a special examination shall be made of the hull and machinery of any such vessel by such person or persons as may be selected for that purpose by the Postmaster General.

10. The equipments, officers, engineers, and crew of each vessel, when such vessel is in any British port, shall be subject at all times to the inspection of the Postmaster General, or of such other person or persons as he shall at any time or times authorise to make such inspection.

11. The days and hours of departure from the ports of Brindisi, Bombay, Suez, and Alexandria, to be fixed by the Postmaster General, and to be subject to alteration by him, from time to time, on a notice to the contractors of three months. The Postmaster General

also to have power, by an order to the commander, to delay the departure of any vessel from any port, for a period not exceeding 24 hours.

12. On giving reasonable notice to the contractors, the Postmaster General to be at liberty to modify the service in yet more important matters; as, for example, to increase or decrease the frequency of the conveyance of mails between any of the ports, or to extend the conveyance of mails to other ports, or to discontinue the conveyance of mails to any port. The amount to be paid or deducted for any alteration to be settled by agreement, or failing that, by arbitration in the usual manner.

13. The contractors to provide, to the satisfaction of the Postmaster General, a separate and convenient place of deposit for the mails on board each vessel, and also a room on deck for the purpose of sorting and making up the mails on board the packets employed between Suez and Bombay. The services of the crew to be given in the conveyance of the mails between the mail-room and sorting-room.

14. Proper accommodation and mess to be provided on board every packet between Suez and Bombay for an officer in the service of the Indian Post Office, to take charge of the mails, and for an assistant to be employed with the officer in sorting them. The officer to be victualled and otherwise treated as a chief-cabin passenger, and the assistant as a fore-cabin passenger. Both to be allowed to remain on board during the stay of the packet at Suez. Should a further number of officers be required for the purpose of sorting and making up the mails, suitable accommodation and victualling to be provided for such additional officers, and payment for their passage and victualling to be made at the rates charged for ordinary passengers of the same class.

15. At each port where the mails are to be delivered or received, the officer having charge of them shall, whenever he may deem it necessary, be conveyed to and from the shore, with or without the mails (as he may desire), in a suitable boat of not less than four oars, to be furnished with effectual covering for the mails, and to be properly manned and equipped.

16. The contractors and all commanding and other officers of the vessels which may be employed in the performance of the contract, and all agents, seamen, and servants of the contractors, shall, at all times during the continuance of the contract, punctually attend to the orders of the Postmaster General, as to the mode, time, and place of embarking and disembarking mails.

17. The commander shall take charge of the mails, whenever he may be required to do so, and be responsible for their due receipt and delivery. He shall also make the usual Post Office Declaration, and furnish such journal, returns, and other information, and perform such other services, as the Postmaster General may, from time to time, require.

18. Except such letters as are not required by law to pass through the Post Office, the contractors not to receive, or permit to be received, for conveyance on board any of the vessels employed under the contract, any letters other than those contained in Her Majesty's Mails. No mails must be conveyed on behalf of any colony or foreign country without permission of the Postmaster General; and the whole postage of every mail shall, under all circumstances, be at his disposal.

19. The contractors not to convey in any of the vessels employed under this contract any nitro-glycerine, or any other article which shall have been legally declared specially dangerous.

20. Every vessel which may have started, or which should have started, before the termination of this contract, must complete its voyage in like manner as if the contract remained in force.

21. The contractors when so required, to be bound to convey from any one port of departure or call, to any other such port, any number of Government passengers not exceeding eight, in any one ship, with or without their wives and children, as chief-cabin or first-class passengers, and any number of non-commissioned and warrant officers not exceeding four, in any one ship, with or without their wives and children, as fore-cabin or second-class passengers, together with servants of both chief and fore-cabin passengers; and any number of seamen, marines, soldiers, or artificers in Her Majesty's service, not exceeding 10 in any one ship, with or without their wives and children, as deck or third-class passengers, to be always provided with effectual protection, from rain, sun, and bad weather, and not exposed on deck without such competent shelter, and to have hammocks or bunks (subject to the approval of the Lords Commissioners of the Admiralty) placed between decks.

22. The passengers who shall be conveyed, in pursuance of the last preceding clause, with their families, shall be treated in no respect, whether as regards food, cabin, or other accommodation, or aught else, in a way inferior to that of ordinary passengers of the same class, or that required by the Regulations of Her Majesty's Transport Service. The messing of the first and second-class Government passengers shall include, in each day, an imperial pint of good sound bottled or draught ale or beer, and that of the first class, in addition, an imperial pint of good foreign wine. The several classes of passengers shall mess in separate places, and medical attendance, medicine, and medical comforts, mess utensils, and fittings, cooking utensils, articles for table use and mess places, fuel, lights, requisite articles of bedding, and all other necessaries, shall be provided for them in like manner, as for ordinary passengers of the like classes respectively.

23. The passage-money for Government passengers or their families to be the same as that charged by the contractors for ordinary passengers of a similar kind, and to include all the requisites specified in the 22nd Condition; and the freight of baggage according to Government

Government scale. Whenever any alterations of rates for ordinary passengers may be made, the Postmaster General and the Lords Commissioners of the Admiralty to be immediately apprised of such alterations.

24. Returns of the embarkation and disembarkation of all Government passengers to be furnished to the Director of Transport Services immediately after the departure and arrival of each vessel.

25. Payments for passage-money of Government passengers to be applied for by invoices according to a form to be obtained from the Office of the Director of Transport Services, and to be made upon the production, to the director, of the orders for the passages, together with a certificate, under the hand of the commanding officer, specifying the number of the third class passengers (men, women, and children) conveyed, with the ages and sexes of the latter, and stating the periods during which these have been regularly supplied, while on board, with provisions; and also of a certificate, under the hand of each first and second class passenger, of his or her having been landed at the place of destination, and of having been properly accommodated and messed during the voyage, and specifying the dates from and to which they were so messed, computed from the first to the last dinner meal.

26. The passage-money for the wives and families of commissioned and civil officers, when not ordered to be conveyed at the public expense, to be paid to the contractors by the officers themselves.

27. In all cases where an officer in the Civil, Naval, or Military Service of Her Majesty, who may not be entitled to a passage at the public expense, shall require a passage on board any of the vessels employed in the performance of the contract, the contractors to be bound, when they have room, to provide such passage, in preference to private passengers, and to charge no higher rate for such passage than is chargeable for ordinary passengers.

28. The contractors to receive on board each of the vessels employed in the performance of the contract, and to convey, on behalf of the Admiralty, any small packages which may be ordered for conveyance; and also (on receiving from the Postmaster General or his officers or agents, or from the British Naval Officer in command of the Station, two days' previous notice) to receive on board any naval or other stores not exceeding 10 tons weight, or 15 tons of 40 cubic feet each in measurement, at any one time, in any one vessel; and to convey and deliver such small packages and stores at the lowest rate of freight charged by the contractors for private goods; immediate notice being given to the Postmaster General and the Lords Commissioners of the Admiralty, of any alteration in such rate of freight. The contractors to be in all cases responsible for the custody and safe and speedy delivery of the packages and stores.

29. The Lords Commissioners of the Admiralty shall, at any time during the continuance of the contract, if they shall consider it necessary for the public interest, have power and be at liberty to purchase any of the vessels at a valuation, or to charter the same exclusively for Her Majesty's service, at a rate of hire to be mutually fixed and agreed on by them and the contractors.

30. The Postmaster General to be authorised to delegate any of his powers to such persons as he may deem fit to exercise them.

31. The contractors to make any arrangements which may be required relative to quarantine.

32. Except where otherwise specified, none of the duties enumerated in the foregoing conditions to give the contractors any claim to remuneration beyond the general subsidy.

33. Every sum of money forfeited by the contractors to be considered as stipulated or ascertained or liquidated damages, and to be payable whether any damage shall or shall not have been sustained by reason of the breach for which the penalty may be levied. The amount to be deducted by the Postmaster General out of any monies then payable or which may thereafter become payable to the contractors; or, at his discretion, the payment thereof may be enforced, with full costs of suit.

34. The contract to continue in force until the expiration of a notice to be given in writing at any time by either party 24 calendar months previous to the expiration of the term agreed upon.

35. Subject to deductions for penalties or otherwise, payments to be made quarterly at the General Post Office out of monies to be provided by Parliament.

36. All notices which the Postmaster General or any of his officers or agents are authorized to give, either to be delivered to the commander of any vessel of the contractors or to any officer or agent of the contractors in charge of any such vessel, or to be left at the office or last known place of business of the contractors.

37. The contractors not to assign, underlet, or dispose of the contract, or any part thereof, without the consent, in writing, of the Postmaster General.

38. In case of the breach of the 37th Condition, or in case of a great or habitual breach of the contract of any other kind, the Postmaster General to have power, and that without previous notice, to terminate the contract; such termination not to give the contractors any claim to compensation.

39. In pursuance of the provisions of the Act 22 Geo. 3, c. 45, no Member of the House of Commons to be admitted to any share of the contract, or to any benefit arising therefrom.

40. For the due fulfilment of the contract, the contractors to enter into a bond, with two responsible sureties, to be named in their tenders, in the penalty of 20,000 £. Such penalty to be considered and recoverable as liquidated damages.

41. Should any dispute arise respecting the interpretation of any part of the contract to be framed on the basis of these conditions, the same to be settled by arbitration in the usual manner; and a submission to arbitration may be made a rule of court.

42. The contract will not be binding until it has been approved of by a Resolution of the House of Commons.

Enclosure 3, in No. 18.

The Peninsular and Oriental Steam Navigation Company to the Post Office.

Peninsular and Oriental Steam Navigation Company,
122, Leadenhall-street, E.C., London, 25 July 1878.

Sir,

I HAVE the honour, by order of the Directors, to hand you enclosed four separate Forms of Tender for the conveyance of Her Majesty's Mails between Brindisi and Bombay and Brindisi and Shanghai, the services to be commenced on the 1st day of February, 1880, and to be continued either for five or eight years, as the Postmaster General may, at the time of entering into a contract, be pleased to direct.

2. A Table, showing at a glance the scope of these tenders, is enclosed in this letter, and it will be seen that, owing to the manner in which you have invited tenders, each of the offers now submitted to you contains four distinct prices, so that the Directors submit, for your decision, 16 distinct offers for carrying on the Mail Service in question, ranging from 330,000 *l.* to 400,000 *l.*

3. The lowest offer thus submitted to you is that for a service, *viâ* the Suez Canal, between Brindisi and Bombay, and between Brindisi and Shanghai, at a speed of 11 knots between Brindisi and Bombay, and 10½ knots between Suez and Shanghai.

The tender in question, as will be seen by reference to another Table enclosed in this letter, entitled "Comparison Table," shows a considerable improvement on the present Mail Service, at a saving, as compared with the cost of the present contract, of 100,000 *l.*

It is shown that the Mails will be landed in Bombay 26 hours sooner than under the present contract, and in Shanghai 62 hours sooner.

The corresponding departures from Bombay and Shanghai may also be proportionately delayed, as shown in the same Table, thus affording a much more convenient working of the Postal arrangements than at present exists.

4. Tenders Nos. 2, 3, and 4, afford, as will be seen by the "Comparison Table," a still greater improvement in point of speed, but it will be easily understood that the additional acceleration will entail a more costly service, and that the Suez Canal can be looked upon as a cheaper route than the Egyptian Railway, as the former opens up a better prospect to the development of trade. At the same time the "Comparison Table" shows that if acceleration, apart from the question of cost, is desired, the railway must be preferred as the quicker route, provided the transit of the Mails and passengers can be effected more rapidly than at present.

5. It will be observed that the Directors have not thought it advisable to submit tenders upon the printed form at a higher speed than 11 knots. It appears to them that a higher speed in the Indian Seas would require a special class of steamers, which, as far as the present trade of India is concerned, would hardly come under the character of commercial ships. I have, therefore, been instructed to address you a separate letter, which you will find enclosed, containing some remarks on this question of speed (which the Directors consider that their experience enables them to offer); and, at the same time, suggesting the idea of a special fast service between Brindisi and Alexandria, which the Directors believe would be best calculated to realise an exceptional speed, if the Government think that there is such a necessity for a high speed as to justify the additional cost.

6. The question of absolute or non-absolute penalties has received the closest attention of the Directors, and you will observe that they have added an extra amount of 10,000 *l.* per annum to those of their offers which embrace the condition of absolute penalties.

The Directors do not hesitate to admit that this sum of 10,000 *l.* per annum would, during five or eight years, leave the Company a considerable margin of profit, after paying such absolute penalties as might be incurred, and that, therefore, the Government would make the better arrangement by dispensing with absolute penalties, and accepting the cheaper tender.

The Directors frankly own that they have assessed the disadvantage of the absolute penalty clauses at rather an exaggerated amount, because they consider that, as in the case of well-known Mail contractors, such penalties are useless, so far as the efficiency of the Mail Service is concerned, and as they are certainly not free from danger, they ought to be done away with.

7. The Directors have not thought it desirable to draw any distinction between the price for a service continuing for five years and one for six or seven, but in the event of the contract being made for eight years, instead of five, six, or seven, they have reduced each

each of their offers to the extent of 20,000 £. per annum, thus showing a saving of 160,000 £. in eight years.

8. There is only one point on which the Directors have thought it right to alter the conditions of tender, viz., the Penalty Clauses relating to the service if carried on by the Egyptian Railway. The alteration thus proposed by the Directors merely assimilates the penalties for the service *viâ* the Railway to those provided in the form of tender for the service *viâ* the Canal, and which are on the same principle which is in force under the Company's present contract.

9. In support of this alteration the Directors submit that it has already been found by experience that the system of carrying on a mail service on the basis of a certain number of hours, including stoppages between the terminal ports, such as Brindisi and Bombay, and Brindisi and Shanghai, is the best way to secure an efficient through service from end to end, which is the aim of a mail contract.

The arrival of the mail steamer at Alexandria, or Suez, on any particular day or hour, is of no consequence except so far as it tends to the punctual arrival at the terminal ports where the mails are to be delivered; but the effect of making the ports of Suez and Alexandria virtually into terminal ports, by imposing fines in connection with them, is to disconnect the Mediterranean and Indian services to a certain extent, and thus prevent the mail service from being worked on the principle of a through line from end to end.

10. The proposal of the Directors is to continue the present mode of working the lines on the through principle, whether it is decided to carry on the service in connection with the Canal or the Railway; that is to say, to calculate the number of hours to be allowed for the voyage at the given rate of speed, and allowing so many hours additional for stoppages at the intermediate ports, and for transit through Egypt, to fine the steamers heavily if they do not arrive at the terminus of the voyage within the contract time calculated, as explained above. The advantages of this plan, so far as the public are concerned, hardly require any argument on the part of the Company, and should the future contract be entrusted to them, their best efforts will be directed as heretofore to ensure the delivery of the mails in advance of the contract time.

11. In submitting these tenders I am desired to point out, that though the mileage of the proposed mail service is much smaller than that of the existing contract, yet the work which will require to be done by the Company will be little or no less. It is perhaps needless to remind you that Brindisi is a port possessing no commerce with the East, and except a very moderate number of passengers, there is no traffic for the mail steamers to obtain or develop there.

To carry on, therefore, the business of this Company their main or principal lines must be worked as they are at present between England and India and China—the Brindisi service forming simply a branch of the trunk system.

The alteration now intended in the mail system which has been so long in force, and under which Great Britain has a direct communication with all her Eastern possessions, independent of any Continental route, will, therefore, so far as this company is concerned, be a change in name rather than in reality, for though Brindisi will be the *point à appui* of the mail service, the packets which will carry the mails to and from Suez will have to continue their voyages to England as at present, and this is the only basis on which the Directors can estimate the cost of the new service, seeing that Brindisi is merely a port for receiving and landing mails.

It will, therefore, be easily understood that though the mileage to be performed under the proposed new contract is much smaller than at present, the cost per mile must be sensibly increased, the mileage under the proposed contract being only 797,836 miles, whereas the distance the Company will have to perform in order to carry out the service will be 1,249,000 miles. Under these circumstances, it may be some satisfaction to the Government to know that the through services from this country, independent of the Continent, could be resumed at almost any moment at a very small cost.

12. The Directors need scarcely add that they have given the most careful attention to the framing of these Tenders, and that they have brought all their past experience to bear upon the task. They feel convinced that in view of the manner in which the Company have performed their numerous and extensive contracts through a long series of years, and the almost perfect regularity which they have been enabled to confer upon the communications with the most distant parts of Her Majesty's dominions, the proposals which they now put forward will receive the fair and even indulgent consideration of the Postmaster General.

I have, &c.

(signed) A. M. Bethune, Secretary.

The Secretary of the General Post Office.

Peninsular and Oriental Steam Navigation Company,
122, Leadenhall-street, E.C., London, 25 July 1878.

Sir,

IN a letter of this date covering the Company's tenders for the new Mail Service, I have stated, by order of the Directors, that they have not made a tender upon your printed form at a higher rate of speed than 11 knots, but that they would at the same time submit to you a proposal for an Express Mail Service between Brindisi and Alexandria, which, in their opinion, would afford the greatest possible degree of acceleration in the Mail Services, if the additional speed were to be considered worth the additional cost.

2. I am desired, in the first place, however, to make some preliminary remarks on the question of speed on such a line as that from Brindisi to Bombay, so as to explain the reasons which have deterred the Directors from tendering for a contract on the basis of 12 knots, as this seems to be considered, in some quarters, an undertaking which could be easily accomplished with that punctuality which is the first necessity of a satisfactory service. This hesitation on the part of the Directors might probably be construed into the suspicion that the power of the Company's ships is not of the first order, and it may therefore be desirable to clear the ground by some observations on the facts connected with the highest sea-going rates of speed. This seems the more desirable, because in the statements which are sometimes publicly made on the subject there is often a tendency to exaggerate the real facts, and to confuse exceptional results with average performances, thus raising the latter to a point of celerity which is only attained on rare and fortunate occasions.

3. For example, it is a common thing in India to hear some exceptional trips on the Queenstown and New York Line quoted as evidence, not only of the speed which obtains on that (the fastest ocean line in the world), but throughout the general run of Atlantic voyages. To those who are conversant with the facts, nothing can be more erroneous than to suppose that the runs of 14 knots, so often referred to, are the standard of speed on the New York Line, and still less on the Atlantic Lines generally. Yet the effect of loose ideas on this subject in the minds of certain persons is to cause such a body of business men as the Chamber of Commerce at Bombay to petition the Government for a rate of speed on the line to India, which, so far from being general, is only witnessed under exceptional circumstances in one particular branch of the Atlantic steam trade, where the enormous extent of the passenger traffic offers a high premium for the greatest possible rate of speed.

4. The Directors freely admit that there are certain steamers engaged in the Liverpool and New York trade which are capable of maintaining a higher speed than the steamers of this Company, but the number of these very fast steamers is very limited, being confined to five or six of the White Star Line, and two or three of the Inman Line, such as the "City of Chester," the "City of Berlin," &c. There may be one or two other steamers of extraordinary power on this line, but their performances are comparatively unknown to fame.

5. With the exception of these seven or eight very fast steamers, the Directors venture to state that the steam power of their fleet is equal to that of any other ocean steamers, and greatly exceeds that of all the other steamers running in the same trade as the Company. Yet it is sometimes alleged against the Company that more rapid passages than theirs are made by private steamers, but it will always be found that such voyages, when they occur, chiefly owe their acceleration, in comparison with the Company's time tables, to the fact that the private steamer had not to call at some six or seven places at which the Company's vessels were bound to stop for a considerable time.

6. The question, may, however, be asked why this Company has not upon the Indian Line steamers of as great speed as those seven or eight select Atlantic boats just referred to. This is easily answered by referring to the fact that the Company's Mail Service throughout the whole of the East has hitherto been dealt with as a single homogeneous affair, under a system which it is universally admitted has been of the greatest advantage to the public. This service has required the employment of 40 steamers, all of equal power, or nearly so; and to have constructed seven or eight ships out of this number with what may be termed express speed would only have disturbed the regular working of the numerous lines under the Company's charge, and so proved the reverse of advantageous to the public.

7. But apart from the system under which a complicated Mail Service has had to be carried on, the inducement to construct gigantic vessels with exceptional steam power must depend entirely upon the passenger traffic which can be obtained to repay such an outlay; for, as regards freight, that certainly does not pay for extreme speed, an acceleration of three or four days on the voyage from London to Bombay (which is the difference between say nine and 11 knots) making hardly any perceptible difference in the freight receipts if the fast and slow steamers are insurable on equally good terms. Again, although Her Majesty's Government are doubtless desirous of having the Mails carried as fast as possible, it is quite clear that the general policy of the Government is to look for reduced subsidies, and to leave the Mail Service to depend more on the development of trade than on an increase in the estimates. The cost of what may be termed express speed

speed must therefore be borne exclusively by the passenger traffic, and that traffic in the case of India is not large enough, at present, to pay for leviathan ships or a coal expenditure of nearly a hundred tons a day.

It may surprise your Department, and others who may peruse these remarks, to learn how small the actual passenger traffic of India is. It is well known that the largest share of it comes through Bombay, and this Company, notwithstanding the competition which has been brought to bear against them there, still retain, at all events, four-fifths of the passenger trade of that port, yet the weekly steamers do not bring away from there, on an average for the whole year, more than the very moderate number of 32 first-class and 13 second-class passengers, and the Company almost constantly run ships under their contract of 3,000 tons with less than a dozen passengers.

8. But it may be said that the speed of 12 knots, for which tenders are invited, is not an extraordinary speed such as is sometimes heard of in connection with New York passages, and that it appears in accordance with the experience of fast ocean steamers in the present day. Undoubtedly the fastest ocean speed is to be found on the Liverpool and New York Lines, and if the Directors compare the average speed of the principal Atlantic Companies, and the character of the voyage they have to perform, with the character of the voyage to India, it will be easier to understand their hesitation to adopt 12 knots as the speed between Brindisi and Bombay.

9. On looking into this matter, the Directors find that in the year 1876 the average speed of the White Star Line was 13·141 knots, of the Inman Line 12·074 knots, and that of the Cunard Company 11·688 knots.

The speed has been increased somewhat in 1877, but it will not be far wrong to say that the speed of these three lines has averaged but very little above 12 knots during the last two years.

10. But it must be particularly remarked that an average for a whole year is a very different thing from an average to be maintained on each particular run, whether outwards or homewards, which is the condition of your Form of Tender. It is well known that the homeward speed on the Atlantic is considerably in excess of that on the outward run, and the Directors imagine, therefore, that not a few of the performances of these fast steamers would, if looked at trip by trip, be found subject to heavy penalties had they been running under a contract such as is now proposed from Brindisi to Bombay. But the difference between the two services is still more marked when the conditions of the service between Queenstown and New York and that between Brindisi and Bombay are fully compared.

11. The Directors can hardly say if the weather in the Atlantic is on the whole worse than that which is encountered in the Mediterranean in winter, and during the Monsoon season in the Indian Seas. Probably the Atlantic weather is worse, but, on the other hand, the winds are almost constantly favourable in one direction, which is not the case on the Indian and Mediterranean voyage. But in every other respect the Directors are certain that the Indian voyage is vastly at a disadvantage, in point of the facility for obtaining a high rate of speed.

12. In the first place, the voyage to India is interrupted by stoppages, while the steamer crossing the Atlantic is able to put on full speed at the moment of her departure, and never stop until land is sighted on the other side. From Brindisi, on the other hand, there are three ports to be touched at, Alexandria, Suez, and Aden. It is impossible to make these ports always in broad daylight, or to avoid having frequently to slow the engines when approaching and leaving them. Again, it is almost unnecessary to remind you of the great heat of the Indian voyage, particularly in the Red Sea, and its prostrating effect on the energies of the stokers and others employed in the engine-room. A still greater drawback to the development of high speed is the warm temperature of the sea water, and its effect in reducing the necessary degree of condensation required for the efficient work of the engines; while the coal supplies, which have to be stored in India, are, of course, neither so good nor so fresh as on an Atlantic voyage. The rapid fouling of the bottoms of iron vessels, even if they remain only 10 days in Bombay in the summer months, is also a marked disadvantage, and, of course, has a very considerable effect in stopping the way at sea. These drawbacks are certainly not exaggerated, and they show that it is much more difficult to maintain a high rate of speed on a voyage from Brindisi to Bombay than it is across the Atlantic, or on any other route, where a long stretch of fair steaming, in a temperate climate and uninterrupted by stoppages, can be obtained.

13. The object of these remarks, for the length of which the Directors beg to apologise, is to show—

First. That the speed even of the foremost Atlantic lines would, if judged by the performances on each separate trip (the outward apart from the homeward) frequently fall short of the speed of 12 knots; this being the condition by which the proposed service would be tested, and subjected to heavy penalties if below that speed.

Second. That there is no fair comparison between the speed which can be obtained on the average of a number of runs across the Atlantic and that which can be expected on every trip (out and home) between Brindisi and Bombay, with the disadvantages of a hot climate and several stoppages *en route*.

Third. That additional freight is not secured to any important extent by additional speed, and that the policy of the Government, in their dealings with this Company, has been to lower the payment for the Mail Service, and to look for its improvement to the development of commerce.

Fourth. That the inducement to build ships of great tonnage, and with exceptional engine power, such as would be necessary to effect a revolution in speed, must, therefore, depend upon the extent of passenger traffic, and that this traffic with India does not compare with that between Great Britain and America; the steamers of this Company being, both in point of size and power, more than equal to the trade which exists, or is likely to be developed for a long time to come.

14. Having thus stated their views on this subject in these general terms, the Directors have only to add a few words in further explanation of their reasons for not tendering a speed of 12 knots at the present time. These reasons are based not only on the difficulties in the way of speed on an Indian voyage, which have already been explained, but also on their desire in taking a mail contract to fulfil it in the same conscientious manner as the Company has hitherto fulfilled all its public obligations.

15. It must not be forgotten that the directors have made the regular conveyance of the mails to and from every part of the East, and their punctual delivery almost as much a matter of course as the delivery of mails from Scotland or Ireland. To effect this (and nothing less will now satisfy the public) the Company must be able to perform a better service than the contract requires. It is impossible to insure that ships going many thousands of miles shall be at their destination under all circumstances of season and weather at a given day and hour, unless the mail contractor has the power in reserve of exerting a more considerable speed than the contract stipulates. As the object desired in a mail service is perfect regularity, and not a fast voyage one week and a slow one the next, it has been the policy of the directors to secure that regularity by entering into no undertaking of which they could not guarantee the absolute fulfilment, and it now seems to them that the speed of 12 knots is beyond what they could reasonably expect at all times to fulfil.

16. Again, the directors repeat that the speed of 12 knots, for which tenders are invited, is not an average for a whole year in which good performances are put to the credit of bad ones; nor is it an average for a whole voyage in which the adverse circumstances of the outward passage may be counterbalanced by a speedy run on the homeward trip, which is the plan on which it is understood the French Eastern mail services are worked; nor is it to be maintained on a clear and uninterrupted passage like that across the Atlantic. But it is a speed to be maintained on each separate outward and each separate homeward trip, while the passage is delayed by calling at three ports, and broken in the middle by the Egyptian railway, alike considerable hindrances to the rapid performance of the voyage.

The Company's principal mail steamers are tested to a speed of 14 knots on the measured mile, and many of them attain a higher rate, but on the voyage between Brindisi and Bombay the directors do not consider it prudent, under the circumstances thus explained, and keeping in view the perfect regularity which ought to be maintained, to undertake a higher speed with these 14-knot steamers than 12 knots, though to attain that average the steamers will constantly require to be driven at more than 12 knots.

17. These explanations, which the directors trust may not be considered superfluous, bring me to the offer which I am instructed now to lay before you.

18. It may or may not have escaped your attention that there is one very serious drawback to a speed of 12 knots on the voyage to Brindisi. The hour of departure of the packet from Brindisi, under the present contract, is 4 a.m.; and if, as the directors presume is probable, this arrangement will continue, a steamer starting at that hour, and with a speed of 12 knots, would arrive at Alexandria at 1 a.m. At that hour, as you are aware, it is impossible to enter Alexandria Harbour, and this must prove an insurmountable obstacle to the adoption of the speed referred to. Even at a speed of 13 knots, the steamers would arrive at 7 p.m., when it would be equally impossible for them to enter the harbour.

These facts may probably, on further consideration, be felt to militate against the whole scheme of a 12-knot speed for the Indian service, for the difficulty chiefly touches the outward voyage, and there has been no agitation about express speed, except to secure a rapid delivery at Bombay, and the impossibility of entering Alexandria after sunset renders a 12-knot speed of no avail for this purpose.

19. There appears to the directors to be one solution of this problem which may deserve consideration, and that is to place upon the Brindisi and Alexandria line steamers capable of being driven at an average speed of 14 knots, so as to secure the arrival at Alexandria on the afternoon previous to the morning on which steam vessels steaming 12 knots would arrive.

A table is enclosed showing what the working of such a service would be, and it is the only plan the directors can suggest by which the mail service can be accelerated beyond the point offered in their separate letter.

20. It is impossible, however, that such a service could be undertaken without great additional cost, as it would involve the construction of three steamers of upwards of 2,000 tons each, and having a steam power which, so far as the directors are aware, has never yet been applied to vessels of that size.

They would require to have engines which would develop power sufficient to drive them 17 knots on the measured mile, and would consume at sea about 80 tons of coal every 24 hours, while they would cost not less than 100,000 £ (one hundred thousand pounds, each.

The directors cannot affirm that, even with this enormous power, a steamer would not, in very bad weather, during the winter, sometimes arrive late at Alexandria, just as the Dublin and Holyhead packets are occasionally behind time from the same cause.

21. Before placing this plan before you, the directors had very carefully to consider the onerousness of the task which such a service would certainly entail, and the very heavy expense attendant upon it; but they now offer to substitute this express service between Brindisi and Alexandria, for the 11-knot service offered in Tender No. 4, for the period of eight years, for the additional sum of 40,000 £ per annum, which would make the total payment for the entire service 410,000 £; or, if the service between Suez and Shanghai be at 10½ knots, 400,000 £.

22. This offer is upon the understanding that the penalties shall be non-absolute.

23. The directors have only to add that they make this offer in deference to the idea of express speed being a great public object, though they do not realise that conviction themselves in these days when the telegraph has, for business purposes, to some extent superseded the post, and as far as their own predilections are concerned, they would rather not enter upon an undertaking which deprives any part of their service of that commercial character which it is their aim to develop, in conjunction with their public duties, and which has enabled the Company from time to time greatly to reduce the cost of the India and China Mail Service.

It is, however, for the Government to decide whether the value of an express service, which must be a *Service de luxe* merely adapted for mails and passengers, would, in point of public utility, be worth the cost.

I have, &c.
(signed) A. M. Bethune, Secretary.

The Secretary of the General Post Office.

Pro Formâ Time Table of an Express Mail Service.—14 Knots between *Brindisi* and *Alexandria*, and 11 Knots between *Suez* and *Bombay*.

Leave Brindisi.	Arrive Alexandria.	Transit.	Leave Suez.	Arrive Bombay.	Leave Bombay.	Arrive Suez.	Transit.	Leave Alexandria.	Arrive Brindisi.
Monday, 4 a.m.	Wednesday, 3 p.m.	Hours.	Thursday, 8 a.m.	Monday, 8 p.m.	Wednesday, 7 p.m.	Monday, 7 a.m.	Hours.	Tuesday, 7 a.m.	Thursday, 6 p.m.
5 Jan.	7 Jan.	17	8 Jan.	19 Jan.	21 Jan.	2 Feb.	24	3 Feb.	5 Feb.

25 July 1878.

FORM No. 2.—TENDER No. 1.

TENDER for Conveying HER MAJESTY'S MAILS between *Brindisi* and *Bombay*, and *Brindisi* and *Shanghai*, *viâ* the *Suez Canal*.*

Sir,

WE hereby offer to convey Her Majesty's mails on the Conditions marked "A" (a amended in paragraph 2), once each way in each week, by steam vessels of adequate power, between the port of Brindisi and the port of Bombay, *viâ* Suez Canal, at an average speed, on either side of the Canal, of 11 (eleven) knots per hour, and once each way in each alternate week between the port of Brindisi and the port of Shanghai, *viâ* Suez

* All tenders must be addressed to the Secretary of the Post Office, with the words "Tender for the Conveyance of the India and China Mails." in the left-hand corner of the envelope. Other things equal, a preference will be given to a Tender made upon this printed form and in exact accordance therewith. Even, however, when this form is used, the parties tendering may, in a separate letter, to be forwarded with the Tender, suggest, for consideration, any alterations in the conditions or otherwise. The Postmaster General does not engage, irrespective of other considerations, to accept the lowest tender, nor does he engage to accept any tender.

Suez Canal at an average speed, between Brindisi and Port Said, of 11 (eleven) knots per hour, and between Suez and Shanghai of 10½ (ten and-a-half) knots per hour.

For the sum of 360,000 £. (three hundred and sixty thousand pounds) per annum if the contract be made for five years certain.

For the sum of 340,000 £. (three hundred and forty thousand pounds) per annum if the contract be made for eight years certain.

* The parties tendering to state here the number of hours additional required by them to be allowed for the passage through the Suez Canal.

* Shown in Condition No. 2, as amended.

We agree to be subject to the penalties specified in the fourth condition.

But we will submit to an abatement of 10,000 £. (ten thousand pounds) in the amount of subsidy, on condition that the penalty for delay on the voyage, instead of being absolute, shall not be payable when it is proved to the satisfaction of the Postmaster General that the delay has arisen from causes beyond our control.

The Company will be prepared to enter into a bond, as in previous contracts, but if sureties are required, we propose as our sureties, in the penalty of 40,000 £., Mr. Henry Sykes Thornton, of Birchin-lane, and the Earl of Leven and Melville, of Birchin-lane; and we refer you to Messrs. Williams, Deacon & Company, as persons of whom inquiry can be made as to the responsibility of such sureties.

We agree to commence the service on the 1st of February 1880, and, should such service not be commenced on such day, or on the first day thereafter: which the Postmaster General may fix as the day of sailing, we agree to pay to Her Majesty the sum of one hundred pounds for every day from that time until the said service shall be begun by us; but so that the whole amount of penalties for such failure shall not exceed 40,000 £.

And we agree to execute a contract for the performance of the said service according to the said conditions marked "A," as amended in paragraph 2.

We are, &c.

The Peninsular and Oriental Steam Navigation Company,
(signed) A. M. Bethune, Secretary.

The Secretary of the Post Office.

CONDITIONS,

Referred to as marked "A."

1. THE contractors to convey, during the continuance of the contract, Her Majesty's mails between Brindisi and Bombay; the vessels to call on the voyage, in both directions, at Port Said, Suez, and Aden, and between Brindisi and Shanghai; the vessels to call on the voyage, in both directions, at Port Said, Suez, Aden, and Point de Galle (or, at the option of the Postmaster General, at Colombo), Penang, Singapore, and Hong Kong.

2. The mails to be conveyed from Brindisi to Bombay in 396 hours, including 36 hours for the passage of the Suez Canal, and six hours for stoppage at Aden; and from Bombay to Brindisi in 397 hours, including 36 hours for the passage of the Suez Canal, and six hours for stoppage at Aden; and from Brindisi to Shanghai in 903 hours, including 36 hours for the passage of the Suez Canal, and for stoppages at Aden six hours, Galle 24 hours, Penang six hours, Singapore 24 hours, and Hong Kong 24 hours; and from Shanghai to Brindisi in 930 hours, including for stoppages at Hong Kong 48 hours, Singapore 24 hours, Penang six hours, Galle 24 hours, Aden six hours, and for the passage of the Suez Canal 38 hours. Except during the prevalence of the north-east monsoon, when 72 hours additional will be allowed for the voyage from Suez to Shanghai, and during the prevalence of the south-west monsoon, when 48 hours additional will be allowed for the voyage from Bombay to Suez, and 96 hours for the voyage from Shanghai to Suez.

3. Under the term "*Her Majesty's Mails*," are to be comprehended all boxes, bags, or packets of letters, newspapers, books or printed papers, and all other articles transmissible by the post, without regard either to the place to which they may be addressed or to that in which they may have originated; also all empty bags, empty boxes, and other stores and articles, used or to be used in carrying on the Post Office service, which shall be sent by or to or from the British or Indian Post Office.

4. A penalty of 500 £. to be incurred on each occasion when the contractors fail in providing a vessel in accordance with their contract, ready to put to sea at the appointed time, and a further penalty of 100 £. for every day's failure in providing such a vessel after such appointed time; but so that these penalties shall not, in the aggregate, exceed the part of the subsidy applicable to a single voyage, plus the sum of 1,000 £. The contractors also to be subject to a penalty of 100 £. for every complete period of 12 hours consumed on any voyage from Brindisi to Bombay or Shanghai, and a penalty of 200 £. for every complete period of 12 hours consumed on any voyage from Bombay or Shanghai to Brindisi, from whatever cause arising, beyond the number of hours allowed for the voyage; but so that the total amount of the penalty for delay on any one voyage shall never exceed the part of the subsidy applicable to such voyage.

5. The payment by the contractors of any penalties shall in no way prejudice the right of the Postmaster General to treat the failure to provide a proper vessel at the appointed time, or to perform a voyage at or within the appointed period, as a breach of the contract.

6. The

6. The contractors to supply, during the continuance of the contract, and to the satisfaction of the Postmaster General, a sufficient number of steam vessels of adequate power, and in all respects suited for the performance of the service at the speed stipulated in the tender.

7. The contractors must further provide and keep in complete repair at Bombay a small steam vessel, to be so constructed as to be able, at all times of tide, to land and embark the mails; but a necessity to use this steam vessel shall give no claim to any addition to the time allowed.

8. The vessels to be always supplied with all necessary and proper machinery, engines, apparel, furniture, stores, tackle, boats, fuel, lamps, oil, tallow, provisions, anchors, cables, fire-pumps, and other proper means for extinguishing fire, lightning conductors, charts, chronometers, proper nautical instruments, and whatsoever else may be necessary for equipping the said vessels, and rendering them constantly efficient for the service to be performed. The vessels to be manned by legally qualified and competent officers, and by a sufficient crew of engineers, able seamen, and other men, and with a competent surgeon, to be subject to the approval of the Postmaster General.

9. If the Postmaster General shall consider any of the vessels unfit for the conveyance of mails, he may require the contractors to show cause why such vessels should not be withdrawn from the service, and unless within six weeks after such requisition the contractors shall show cause to the contrary to the satisfaction of the Postmaster General, he may at any time after the expiration of the said period declare such vessel to be unfit for the conveyance of mails, and after such declaration shall have been made it shall not be lawful for the contractors to employ such vessel in the performance of the contract. In order to determine whether the Postmaster General shall be justified in declaring any vessel unfit for the conveyance of mails, or whether the contractors shall be able to show cause to the contrary, a special examination shall be made of the hull and machinery of any such vessel by such person or persons as may be selected for that purpose by the Postmaster General.

10. The equipments, officers, engineers and crew of each vessel, when such vessel is in any British port, shall be subject at all times to the inspection of the Postmaster General, or of such other person or persons as he shall at any time or times authorise to make such inspection.

11. The days and hours of departure from the ports of Brindisi, Bombay, and Shanghai, to be fixed by the Postmaster General, and to be subject to alteration by him, from time to time, on a notice to the contractors of three months. The Postmaster General also to have power, by an order to the commander, to delay the departure of any vessel from either port for a period not exceeding 24 hours.

12. On giving reasonable notice to the contractors, the Postmaster General to be at liberty to modify the service in yet more important matters; as, for example, to increase or decrease the frequency of the conveyance of mails between any of the ports or to extend the conveyance of mails to other ports, or to discontinue the conveyance of mails to any port. The amount to be paid or deducted for any alteration to be settled by agreement, or failing that, by arbitration in the usual manner.

13. The contractors to provide, to the satisfaction of the Postmaster General, a separate and convenient place of deposit for the mails on board each vessel, and also a room on deck for the purpose of sorting and making up the mails on board the packets between Suez and Bombay, and a room for the purpose of sorting and making up the mails on board the packets employed between Singapore and Hong Kong. The services of the crew to be given in the conveyance of the mails between the mail-room and sorting-room.

14. Proper accommodation and mess to be provided on board every packet between Suez and Bombay for an officer in the service of the Indian Post Office, to take charge of the mails, and for an assistant to be employed with the officer in sorting them. Similar accommodation and mess to be provided on board every packet between Singapore and Hong Kong for an officer in the service of the Hong Kong Post Office, to sort the Hong Kong mails. The officers to be victualled and otherwise treated as chief cabin passengers, and the assistants as fore cabin passengers. Both the officer of the Indian Post Office and his assistant to be allowed to remain on board during the stay of the packet at Suez. Should a further number of officers be required for the purpose of sorting and making up the mails between Suez and Bombay, suitable accommodation and victualling to be provided for such additional officers, and payment for their passage and victualling to be made at the rates charged for ordinary passengers of the same class.

15. At each port where the mails are to be delivered or received, the officer having charge of them shall, whenever he may deem it necessary, be conveyed to and from the shore, with or without the mails (as he may desire), in a suitable boat of not less than four oars, to be furnished with effectual covering for the mails, and to be properly manned and equipped.

16. The contractors and all commanding and other officers of the vessels which may be employed in the performance of the contract, and all agents, seamen, and servants of the contractors, shall, at all times during the continuance of the contract, punctually attend to the orders of the Postmaster General, as to the mode, time, and place of embarking and disembarking mails.

17. The commander shall take charge of the mails whenever he may be required to do so, and be responsible for their due receipt and delivery. He shall also make the usual Post Office Declaration, and furnish such journal, returns, and other information, and perform such other services, as the Postmaster General may, from time to time, require.

18. Except such letters as are not required by law to pass through the Post Office, the contractors not to receive, or permit to be received, for conveyance on board any of the vessels employed under the contract, any letters other than those contained in Her Majesty's mails. No mails must be conveyed on behalf of any colony or foreign country without permission of the Postmaster General; and the whole postage of every mail shall, under all circumstances, be at his disposal.

19. The contractors not to convey in any of the vessels employed under this contract any nitro-glycerine or any other article which shall have been legally declared specially dangerous.

20. Every vessel which may have started, or which should have started, before the termination of the contract must complete its voyage in like manner as if the contract remained in force.

21. The contractors, when so required, to be bound to convey from any one port of departure or call, to any other such port, any number of Government passengers not exceeding eight, in any one ship, with or without their wives and children, as chief cabin or first-class passengers, and any number of non-commissioned and warrant officers not exceeding four, in any one ship, with or without their wives and children, as fore cabin or second-class passengers, together with servants of both chief and fore cabin passengers; and any number of seamen, marines, soldiers, or artificers in Her Majesty's service, not exceeding 10 in any one ship, with or without their wives and children, as deck or third-class passengers, to be always provided with effectual protection from rain, sun, and bad weather, and not exposed on deck without such competent shelter, and to have hammocks or bunks (subject to the approval of the Lords Commissioners of the Admiralty) placed between decks.

22. The passengers who shall be conveyed, in pursuance of the last preceding clause, with their families, shall be treated in no respect, whether as regards food, cabin, or other accommodation, or aught else, in a way inferior to that of ordinary passengers of the same class, or that required by the regulations of Her Majesty's Transport Service. The messing of the first and second-class Government passengers shall include, in each day, an imperial pint of good sound bottled or draught ale or beer, and that of the first-class, in addition, an imperial pint of good foreign wine. The several classes of passengers shall mess in separate places, and medical attendance, medicine, and medical comforts, mess utensils and fittings, cooking utensils, articles for table use and mess places, fuel, lights, requisite articles of bedding, and all other necessities shall be provided for them in like manner, as for ordinary passengers of the like classes respectively.

23. The passage-money for Government passengers or their families to be the same as that charged by the contractors for ordinary passengers of a similar kind, and to include all the requisites specified in the 22nd Condition; and the freight of baggage according to Government scale. Whenever any alterations of rates for ordinary passengers may be made, the Postmaster General and the Lords Commissioners of the Admiralty to be immediately apprised of such alterations.

24. Returns of the embarkation and disembarkation of all Government passengers to be furnished to the Director of Transport Services immediately after the departure and arrival of each vessel.

25. Payments for passage-money of Government passengers to be applied for by invoices according to a form to be obtained from the office of the Director of Transport Services, and to be made upon the production, to the Director, of the orders for the passages, together with a certificate, under the hand of the commanding officer, specifying the number of the third-class passengers (men, women, and children) conveyed, with the ages and sexes of the latter, and stating the periods during which these have been regularly supplied, while on board, with provisions; and also of a certificate, under the hand of each first and second-class passenger, of his or her having been landed at the place of destination, and of having been properly accommodated and messed during the voyage, and specifying the dates from and to which they were so messed, computed from the first to the last dinner meal.

26. The passage-money for the wives and families of commissioned and civil officers, when not ordered to be conveyed at the public expense, to be paid to the contractors by the officers themselves.

27. In all cases where an officer in the civil, naval, or military service of Her Majesty, who may not be entitled to a passage at the public expense, shall require a passage on board any of the vessels employed in the performance of the contract, the contractors to be bound, when they have room, to provide such passage, in preference to private passengers, and to charge no higher rate for such passage than is chargeable for ordinary passengers.

28. The contractors to receive on board each of the vessels employed in the performance of the contract, and to convey, on behalf of the Admiralty, any small packages which may be ordered for conveyance; and also (on receiving from the Postmaster General or his officers or agents, or from the British naval officer in command of the station, two days' previous notice) to receive on board any naval or other stores not exceeding 10 tons weight, or 15 tons of 40 cubic feet each in measurement, at any one time, in any one vessel; and to convey and deliver such small packages and stores at the lowest rate of freight charged by the contractors for private goods; immediate notice being given to the Postmaster General and the Lords Commissioners of the Admiralty of any alteration in such rate of freight. The contractors to be in all cases responsible for the custody and safe and speedy delivery of the packages and stores.

29. The

29. The Lords Commissioners of the Admiralty shall at any time during the continuance of the contract, if they shall consider it necessary for the public interest, have power and be at liberty to purchase any of the vessels at a valuation, or to charter the same exclusively for Her Majesty's service, at a rate of hire to be mutually fixed and agreed on by them and the contractors.

30. The Postmaster General to be authorised to delegate any of his powers to such persons as he may deem fit to exercise them.

31. The contractors to make any arrangements which may be required relative to quarantine.

32. Except where otherwise specified, none of the duties enumerated in the foregoing conditions to give the contractors any claim to remuneration beyond the general subsidy.

33. Every sum of money forfeited by the contractors to be considered as stipulated or ascertained or liquidated damages, and to be payable whether any damage shall or shall not have been sustained by reason of the breach for which the penalty may be levied. The amount to be deducted by the Postmaster General out of any moneys then payable or which may thereafter become payable to the contractors; or, at his discretion, the payment thereof may be enforced, with full costs of suit.

34. The contract to continue in force until the expiration of a notice to be given in writing at any time by either party 24 calendar months previous to the expiration of the term agreed upon.

35. Subject to deductions for penalties or otherwise, payments to be made quarterly at the General Post Office out of moneys to be provided by Parliament.

36. All notices which the Postmaster General or any of his officers or agents are authorised to give, either to be delivered to the commander of any vessel of the contractors or to any officer or agent of the contractors in charge of any such vessel or to be left at the office or last known place of business of the contractors.

37. The contractors not to assign, underlet, or dispose of the contract, or any part thereof, without the consent, in writing, of the Postmaster General.

38. In case of the breach of the 37th Condition, or in case of a great or habitual breach of the contract of any other kind, the Postmaster General to have power, and that without previous notice, to terminate the contract; such termination not to give the contractors any claim to compensation.

39. In pursuance of the provisions of the Act 22 Geo. 3, c. 45, no Member of the House of Commons to be admitted to any share of the contract, or to any benefit arising therefrom.

40. For the due fulfilment of the contract, the contractors to enter into a bond, with two responsible sureties, to be named in their tenders, in the penalty of 40,000*l.* Such penalty to be considered and recoverable as liquidated damages.

41. Should any dispute arise respecting the interpretation of any part of the contract to be framed on the basis of these conditions, the same to be settled by arbitration in the usual manner; and a submission to arbitration may be made a rule of court.

42. The contract will not be binding until it has been approved of by a Resolution of the House of Commons.

FORM No. 2.—TENDER No. 2.

TENDER for Conveying HER MAJESTY'S MAILS between *Brindisi* and *Bombay*, and *Brindisi* and *Shanghai*, *viâ* the *Suez Canal*.*

Sir,

WE hereby offer to convey Her Majesty's mails on the conditions marked "A." (as amended in paragraph 2), once each way in each week, by steam vessels of adequate power, between the port of Brindisi and the port of Bombay, *viâ* Suez Canal, at an average speed, on either side of the Canal, of 11 (eleven) knots per hour, and once each way in each alternate week between the port of Brindisi and the port of Shanghai, *viâ* Suez Canal, at an average speed, between Brindisi and Port Said, of 11 (eleven) knots per hour, and between Suez and Shanghai of 11 knots per hour.

For the sum of 370,000*l.* (three hundred and seventy thousand pounds) per annum if the contract be made for five years certain.

For the sum of 350,000*l.* (three hundred and fifty thousand pounds) per annum if the contract be made for eight years certain.

† Shown in Condition No. 2, as amended.

We agree to be subject to the penalties specified in the Fourth Condition.

But we will submit to an abatement of 10,000*l.* (ten thousand pounds) in the amount of

† The parties tendering to state here the number of hours additional required by them to be allowed for the passage through the Suez Canal.

* All tenders must be addressed to the Secretary of the Post Office, with the words "Tender for the Conveyance of the India and China Mails," in the left-hand corner of the envelope. Other things equal, a preference will be given to a tender made upon this printed form, and in exact accordance therewith. Even, however, when this form is used, the parties tendering may, in a separate letter, to be forwarded with the tender, suggest, for consideration, any alterations in the conditions or otherwise. The Postmaster General does not engage, irrespective of other considerations, to accept the lowest tender, nor does he engage to accept any tender.

of subsidy, on condition that the penalty for delay on the voyage, instead of being absolute, shall not be payable when it is proved, to the satisfaction of the Postmaster General, that the delay has arisen from causes beyond our control.

The Company will be prepared to enter into a bond, as in previous contracts; but if sureties are required, we propose as our sureties, in the penalty of 40,000*l.*, Mr. Henry Sykes Thornton, of Birchin-lane, and the Earl of Leven and Melville, of Birchin-lane; and we refer you to Messrs. Williams, Deacon & Co. as persons of whom inquiry can be made as to the responsibility of such sureties.

We agree to commence the service on the 1st of February 1880, and, should such service not be commenced on such day, or on the first day thereafter which the Postmaster General may fix as the day of sailing, we agree to pay to Her Majesty the sum of 100*l.* for every day from that time until the said service shall be begun by us; but so that the whole amount of penalties for such failure shall not exceed 40,000*l.*

And we agree to execute a contract for the performance of the said service, according to the said conditions marked "A.," as amended in paragraph 2.

We are, &c.

The Peninsular and Oriental Steam Navigation Company,
(signed) *A. M. Bethune*, Secretary.

The Secretary of the Post Office.

CONDITIONS,

Referred to as marked "A."

1. THE contractors to convey, during the continuance of the contract, Her Majesty's mails between Brindisi and Bombay; the vessels to call on the voyage, in both directions, at Port Said, Suez, and Aden, and between Brindisi and Shanghai; the vessels to call on the voyage, in both directions, at Port Said, Suez, Aden, Point de Galle (or, at the option of the Postmaster General, at Colombo), Penang, Singapore, and Hong Kong.

2. The mails to be conveyed from Brindisi to Bombay in 396 hours, including 36 hours for the passage of the Suez Canal, and six hours for stoppage at Aden; and from Bombay to Brindisi in 397 hours, including 36 hours for the passage of the Suez Canal, and six hours for stoppage at Aden; and from Brindisi to Shanghai in 872 hours, including 36 hours for the passage of the Suez Canal, and for stoppages at Aden six hours, Galle 24 hours, Penang six hours, Singapore 24 hours, and Hong Kong 24 hours; and from Shanghai to Brindisi in 899 hours, including for stoppages at Hong Kong 48 hours, Singapore 24 hours, Penang six hours, Galle 24 hours, Aden six hours, and for the passage of the Suez Canal 38 hours.

Except during the prevalence of the north-east monsoon, when 72 hours additional will be allowed for the voyage from Suez to Shanghai, and during the prevalence of the south-west monsoon, when 48 hours additional will be allowed for the voyage from Bombay to Suez, and 96 hours for the voyage from Shanghai to Suez.

3. Under the term "Her Majesty's Mails," are to be comprehended all boxes, bags, or packets of letters, newspapers, books, or printed papers, and all other articles transmissible by the post, without regard either to the place to which they may be addressed or to that in which they may have originated; also all empty bags, empty boxes, and other stores and articles, used, or to be used, in carrying on the Post Office service, which shall be sent by or to or from the British or Indian Post Office.

4. A penalty of 500*l.* to be incurred on each occasion when the contractors fail in providing a vessel, in accordance with their contract, ready to put to sea at the appointed time, and a further penalty of 100*l.* for every day's failure in providing such a vessel after such appointed time; but so that these penalties shall not, in the aggregate, exceed the part of the subsidy applicable to a single voyage, plus the sum of 1,000*l.* The contractors also to be subject to a penalty of 100*l.* for every complete period of 12 hours consumed on any voyage from Brindisi to Bombay or Shanghai, and a penalty of 200*l.* for every complete period of 12 hours consumed on any voyage from Bombay or Shanghai to Brindisi, from whatever cause arising, beyond the number of hours allowed for the voyage; but so that the total amount of the penalty for delay on any one voyage shall never exceed the part of the subsidy applicable to such voyage.

5. The payment by the contractors of any penalties shall in no way prejudice the right of the Postmaster General to treat the failure to provide a proper vessel at the appointed time, or to perform a voyage at or within the appointed period, as a breach of the contract.

6. The contractors to supply, during the continuance of the contract, and to the satisfaction of the Postmaster General, a sufficient number of steam vessels of adequate power, and in all respects suited for the performance of the service at the speed stipulated in the tender.

7. The contractors must further provide and keep in complete repair at Bombay a small steam vessel, to be so constructed as to be able, at all times of tide, to land and embark the mails; but a necessity to use this steam vessel shall give no claim to any addition to the time allowed.

8. The

8. The vessels to be always supplied with all necessary and proper machinery, engines, apparel, furniture, stores, tackle, boats, fuel, lamps, oil, tallow, provisions, anchors, cables, fire-pumps, and other proper means for extinguishing fire, lightning conductors, charts, chronometers, proper nautical instruments, and whatsoever else may be necessary for equipping the said vessels, and rendering them constantly efficient for the service to be performed. The vessels to be manned by legally qualified and competent officers, and by a sufficient crew of engineers, able seamen, and other men, and with a competent surgeon, to be subject to the approval of the Postmaster General.

9. If the Postmaster General shall consider any of the vessels unfit for the conveyance of mails, he may require the contractors to show cause why such vessels should not be withdrawn from the service, and unless within six weeks after such requisition the Contractors shall show cause to the contrary to the satisfaction of the Postmaster General, he may, at any time after the expiration of the said period, declare such vessel to be unfit for the conveyance of mails; and after such declaration shall have been made, it shall not be lawful for the contractors to employ such vessel in the performance of the contract. In order to determine whether the Postmaster General shall be justified in declaring any vessel unfit for the conveyance of mails, or whether the contractors shall be able to show cause to the contrary, a special examination shall be made of the hull and machinery of any such vessel, by such person or persons as may be selected for that purpose by the Postmaster General.

10. The equipments, officers, engineers, and crew of each vessel, when such vessel is in any British port, shall be subject at all times to the inspection of the Postmaster General, or of such other person or persons as he shall at any time or times authorise to make such inspection.

11. The days and hours of departure from the ports of Brindisi, Bombay, and Shanghai to be fixed by the Postmaster General, and to be subject to alteration by him, from time to time, on a notice to the contractors of three months. The Postmaster General also to have power, by an order to the commander, to delay the departure of any vessel from either port for a period not exceeding 24 hours.

12. On giving reasonable notice to the contractors, the Postmaster General to be at liberty to modify the service in yet more important matters; as, for example, to increase or decrease the frequency of the conveyance of mails between any of the ports, or to extend the conveyance of mails to other ports, or to discontinue the conveyance of mails to any port. The amount to be paid or deducted for any alteration to be settled by agreement, or, failing that, by arbitration in the usual manner.

13. The contractors to provide, to the satisfaction of the Postmaster General, a separate and convenient place of deposit for the mails on board each vessel, and also a room on deck for the purpose of sorting and making up the mails on board the packets between Suez and Bombay, and a room for the purpose of sorting and making up the mails on board the packets employed between Singapore and Hong Kong. The services of the crew to be given in the conveyance of the mails between the mail-room and sorting-room.

14. Proper accommodation and mess to be provided on board every packet between Suez and Bombay for an officer in the service of the Indian Post Office, to take charge of the mails, and for an assistant to be employed with the officer in sorting them. Similar accommodation and mess to be provided on board every packet between Singapore and Hong Kong for an officer in the service of the Hong Kong Post Office to sort the Hong Kong mails. The officers to be victualled and otherwise treated as chief-cabin passengers, and the assistants as fore-cabin passengers. Both the officer of the Indian Post Office and his assistant to be allowed to remain on board during the stay of the packet at Suez. Should a further number of officers be required for the purpose of sorting and making up the mails between Suez and Bombay, suitable accommodation and victualling to be provided for such additional officers, and payment for their passage and victualling to be made at the rates charged for ordinary passengers of the same class.

15. At each port where the mails are to be delivered or received, the officer having charge of them shall, whenever he may deem it necessary, be conveyed to and from the shore, with or without the mails (as he may desire), in a suitable boat of not less than four oars, to be furnished with effectual covering for the mails, and to be properly manned and equipped.

16. The contractors, and all commanding and other officers of the vessels which may be employed in the performance of the contract, and all agents, seamen, and servants of the contractors, shall, at all times during the continuance of the contract, punctually attend to the orders of the Postmaster General, as to the mode, time, and place of embarking and disembarking mails.

17. The commander shall take charge of the mails, whenever he may be required to do so, and be responsible for their due receipt and delivery. He shall also make the usual Post Office declaration, and furnish such journal, returns, and other information, and perform such other services as the Postmaster General may, from time to time, require.

18. Except such letters as are not required by law to pass through the Post Office, the contractors not to receive, or permit to be received, for conveyance on board any of the vessels employed under the contract, any letters other than those contained in Her Majesty's mails. No mails must be conveyed on behalf of any colony or foreign country without permission of the Postmaster General; and the whole postage of every mail shall, under all circumstances, be at his disposal.

19. The contractors not to convey in any of the vessels employed under this contract any nitro-glycerine or any other article which shall have been legally declared specially dangerous.

20. Every vessel which may have started, or which should have started, before the termination of the contract must complete its voyage in like manner as if the contract remained in force.

21. The contractors when so required, to be bound to convey from any one port of departure or call, to any other such port, any number of Government passengers not exceeding eight, in any one ship, with or without their wives and children, as chief cabin or first-class passengers, and any number of non-commissioned and warrant officers not exceeding four, in any one ship, with or without their wives and children, as fore cabin or second-class passengers, together with servants of both chief and fore cabin passengers; and any number of seamen, marines, soldiers, or artificers in Her Majesty's service, not exceeding 10 in any one ship, with or without their wives and children, as deck or third-class passengers, to be always provided with effectual protection from rain, sun, and bad weather, and not exposed on deck without such competent shelter, and to have hammocks or bunks (subject to the approval of the Lords Commissioners of the Admiralty) placed between decks.

22. The passengers who shall be conveyed, in pursuance of the last preceding clause, with their families, shall be treated in no respect, whether as regards food, cabin, or other accommodation, or aught else, in a way inferior to that of ordinary passengers of the same class, or that required by the regulations of Her Majesty's Transport Service. The messing of the first and second-class Government passengers shall include, in each day, an imperial pint of good sound bottled or draught ale or beer, and that of the first-class, in addition, an imperial pint of good foreign wine. The several classes of passengers shall mess in separate places, and medical attendance, medicine, and medical comforts, mess utensils and fittings, cooking utensils, articles for table use and mess places, fuel, lights, requisite articles of bedding, and all other necessities, shall be provided for them in like manner, as for ordinary passengers of the like classes respectively.

23. The passage money for Government passengers or their families to be the same as that charged by the contractors for ordinary passengers of a similar kind, and to include all the requisites specified in the 22nd Condition; and the freight of baggage according to Government scale. Whenever any alterations of rates for ordinary passengers may be made, the Postmaster General and the Lords Commissioners of the Admiralty to be immediately apprised of such alterations.

24. Returns of the embarkation and disembarkation of all Government passengers to be furnished to the director of transport services immediately after the departure and arrival of each vessel.

25. Payments for passage money of Government passengers to be applied for by invoices according to a form to be obtained from the office of the director of transport services, and to be made upon the production, to the director, of the orders for the passages, together with a certificate, under the hand of the commanding officer, specifying the number of the third-class passengers (men, women, and children) conveyed, with the ages and sexes of the latter, and stating the periods during which these have been regularly supplied, while on board, with provisions; and also of a certificate, under the hand of each first and second-class passenger, of his or her having been landed at the place of destination, and of having been properly accommodated and messed during the voyage, and specifying the dates from and to which they were so messed, computed from the first to the last dinner meal.

26. The passage money for the wives and families of commissioned and civil officers, when not ordered to be conveyed at the public expense, to be paid to the contractors by the officers themselves.

27. In all cases where an officer in the civil, naval, or military service of Her Majesty, who may not be entitled to a passage at the public expense, shall require a passage on board any of the vessels employed in the performance of the contract, the contractors to be bound, when they have room, to provide such passage, in preference to private passengers, and to charge no higher rate for such passage than is chargeable for ordinary passengers.

28. The contractors to receive on board each of the vessels employed in the performance of the contract, and to convey, on behalf of the Admiralty, any small packages which may be ordered for conveyance; and also (on receiving from the Postmaster General or his officers or agents, or from the British naval officer in command of the station, two days' previous notice) to receive on board any naval or other stores not exceeding 10 tons weight, or 15 tons of 40 cubic feet each in measurement, at any one time, in any one vessel; and to convey and deliver such small packages and stores at the lowest rate of freight charged by the contractors for private goods; immediate notice being given to the Postmaster General and the Lords Commissioners of the Admiralty of any alteration in such rate of freight. The contractors to be in all cases responsible for the custody and safe and speedy delivery of the packages and stores.

29. The Lords Commissioners of the Admiralty shall at any time during the continuance of the contract, if they shall consider it necessary for the public interest, have power and be at liberty to purchase any of the vessels at a valuation, or to charter the same exclusively for Her Majesty's service, at a rate of hire to be mutually fixed and agreed on by them and the contractors.

30. The

30. The Postmaster General to be authorised to delegate any of his powers to such persons as he may deem fit to exercise them.

31. The contractors to make any arrangements which may be required relative to quarantine.

32. Except where otherwise specified, none of the duties enumerated in the foregoing Conditions to give the contractors any claim to remuneration beyond the general subsidy.

33. Every sum of money forfeited by the contractors to be considered as stipulated or ascertained or liquidated damages, and to be payable whether any damage shall or shall not have been sustained by reason of the breach for which the penalty may be levied. The amount to be deducted by the Postmaster General out of any moneys then payable or which may thereafter become payable to the contractors; or, at his discretion, the payment thereof may be enforced, with full costs of suit.

* 34. The contract to continue in force until the expiration of a notice to be given in writing at any time by either party 24 calendar months previous to the expiration of the term agreed upon.

35. Subject to deductions for penalties or otherwise, payments to be made quarterly at the General Post Office out of moneys to be provided by Parliament.

36. All notices which the Postmaster General or any of his officers or agents are authorised to give, either to be delivered to the commander of any vessel of the contractors or to any officer or agent of the contractors in charge of any such vessel or to be left at the office or last known place of business of the contractors.

37. The contractors not to assign, underlet, or dispose of the contract, or any part thereof, without the consent, in writing, of the Postmaster General.

38. In case of the breach of the 37th Condition, or in case of a great or habitual breach of the contract of any other kind, the Postmaster General to have power, and that without previous notice, to terminate the contract; such termination not to give the contractors any claim to compensation.

39. In pursuance of the provisions of the Act 22 Geo. 3, c. 45, no member of the House of Commons to be admitted to any share of the contract, or to any benefit arising therefrom.

40. For the due fulfilment of the contract, the contractors to enter into a bond, with two responsible sureties, to be named in their tenders, in the penalty of 40,000 £. Such penalty to be considered and recoverable as liquidated damages.

41. Should any dispute arise respecting the interpretation of any part of the contract to be framed on the basis of these Conditions, the same to be settled by arbitration in the usual manner; and a submission to arbitration may be made a rule of court.

42. The contract will not be binding until it has been approved of by a resolution of the House of Commons.

FORM No. 1.—TENDER No. 3.

TENDER for Conveying HER MAJESTY'S MAILS between *Brindisi* and *Alexandria*,
between *Suez* and *Bombay*, and between *Suez* and *Shanghai*.*

SIR,

WE hereby offer to convey Her Majesty's mails on the conditions marked "A" (as amended in paragraphs 2 and 4), once each way in each week, by steam vessels of adequate power, between the Port of Brindisi and the Port of Alexandria, and between the Port of Suez and the Port of Bombay, at an average speed of 11 (eleven) knots per hour; and, once each way in each alternate week, between the Port of Suez and the Port of Shanghai, at an average rate of speed of 10½ (ten and a-half) knots per hour:—

For the sum of 390,000 £. (three hundred and ninety thousand pounds) per annum if the contract be made for five years certain.

For the sum of 370,000 £. (three hundred and seventy thousand pounds) per annum if the contract be made for 8 years certain.

We agree to be subject to the penalties specified in the fourth condition, as amended.

But we will submit to an abatement of 10,000 £. (ten thousand pounds) in the amount of subsidy, on condition that the penalties for delay on the voyage, instead of being absolute, shall not be payable when it is proved to the satisfaction of the Postmaster General that the delay has arisen from causes beyond our control.

The

* All tenders must be addressed to the Secretary of the Post Office with the words, "Tender for the conveyance of the India and China Mails" in the left-hand corner of the envelope. Other things equal, a preference will be given to a tender made upon this printed form, and in exact accordance therewith. Even, however, when this form is used, the parties tendering may, in a separate letter, to be forwarded with the tender, suggest, for consideration, any alterations in the Conditions or otherwise. The Postmaster General does not engage, irrespective of other considerations, to accept the lowest tender, nor does he engage to accept any tender.

The Company will be prepared to enter into a bond as in previous contracts, but if sureties are required we propose as our sureties, in the penalty of 40,000 £., Mr. Henry Sykes Thornton, of Birchin-lane, and the Earl of Leven and Melville, of Birchin-lane, and we refer you to Messrs. Williams, Deacon & Co. as persons of whom inquiry can be made as to the responsibilities of such sureties.

We agree to commence the service on the 1st of February 1880, and should such service not be commenced on such day, or on the first day thereafter which the Postmaster General may fix as the day of sailing, we agree to pay to Her Majesty the sum of one hundred pounds for every day from that time until the said service shall be begun by us; but so that the whole amount of penalties for such failure shall not exceed 40,000 £.

And we agree to execute a contract for the performance of the said service according to the said conditions marked "A," as amended in paragraphs 2 and 4.

We are, &c.,
The Peninsular and Oriental Steam Navigation Company,
(signed) A. M. Bethune, Secretary.

The Secretary of the Post Office.

CONDITIONS,

Referred to as marked "A."

1. THE contractors to convey, during the continuance of the contract, Her Majesty's mails between Brindisi and Alexandria, between Suez and Bombay, and between Suez and Shanghai; the vessels to call on the voyage between Suez and Bombay, in both directions, at Aden, and on the voyage between Suez and Shanghai, in both directions, at Aden, Point-de-Galle (or, at the option of the Postmaster General, at Colombo), Penang, Singapore, and Hong Kong.

2. The mails to be conveyed from Brindisi to Bombay in 368 hours, including 17 hours for the transit through Egypt, and six hours for stoppage at Aden; and from Bombay to Brindisi in 375 hours, including six hours for stoppage at Aden, and 24 hours for transit through Egypt; and from Brindisi to Shanghai in 875 hours, including 17 hours for transit through Egypt, and for stoppage at Aden six hours, at Galle 24 hours, at Penang six hours, at Singapore 24 hours, and at Hong Kong 24 hours; and from Shanghai to Brindisi in 910 hours, including for stoppage at Hong Kong 48 hours, at Singapore 24 hours, at Penang six hours, at Galle 24 hours, at Aden six hours, and 28 hours for transit through Egypt.

Except during the prevalence of the North-east Monsoon, when 72 hours additional will be allowed for the voyage from Brindisi to Shanghai, and during the prevalence of the South-west Monsoon, when 48 hours additional will be allowed for the voyage from Bombay to Suez, and 96 hours additional for the voyage from Shanghai to Suez.

The time (17 hours) named above for the transit through Egypt is conditional upon the Government arranging for the conveyance of the mails within that time.

3. Under the term "Her Majesty's Mails," are to be comprehended all boxes, bags, or packets of letters, newspapers, books or printed papers, and all other articles transmissible by the post, without regard either to the place to which they may be addressed or to that in which they may have originated; also all empty bags, empty boxes, and other stores and articles used or to be used in carrying on the Post Office service, which shall be sent by or to or from the British or Indian Post Office.

4. A penalty of 500 £. to be incurred on each occasion when the contractors fail in providing a vessel, in accordance with their contract, ready to put to sea at the appointed time, and a further penalty of 100 £. for every day's failure in providing such a vessel after such appointed time; but so that these penalties shall not in the aggregate exceed the part of the subsidy applicable to a single voyage, plus the sum of 1,000 £. The contractors also to be subject to a penalty of 100 £. for every complete period of 12 hours consumed on any voyage from Brindisi to Bombay, or from Brindisi to Shanghai, beyond the number of hours allowed for such voyage, and to a penalty of 200 £. for every complete period of 12 hours consumed on any voyage from Shanghai or Bombay to Brindisi beyond the number of hours allowed for such voyage; such penalties to be inflicted from whatever cause the delay may arise, but so that the total amount of penalty for delay on any one voyage shall never exceed the part of the subsidy applicable to such voyage.

5. The payment by the contractors of any penalties shall in no way prejudice the right of the Postmaster General to treat the failure to provide a proper vessel at the appointed time, or to perform a voyage at or within the appointed period, as a breach of the contract.

6. The contractors to supply, during the continuance of the contract, and to the satisfaction of the Postmaster General, a sufficient number of steam vessels of adequate power, and in all respects suited for the performance of the service between Brindisi and Alexandria, between Suez and Bombay, and between Suez and Shanghai, within the time stipulated in the tender.

7. The contractors must further provide and keep in complete repair, at Bombay, a small steam vessel, to be so constructed as to be able, at all times of tide, to land and embark the mails; but a necessity to use this steam vessel shall give no claim to any addition to the time allowed.

8. The

8. The vessels to be always supplied with all necessary and proper machinery, engines, apparel, furniture, stores, tackle, boats, fuel, lamps, oil, tallow, provisions, anchors, cables, fire-pumps, and other proper means for extinguishing fire, lightning conductors, charts, chronometers, proper nautical instruments, and whatsoever else may be necessary for equipping the said vessels, and rendering them constantly efficient for the service to be performed. The vessels to be manned by legally qualified and competent officers, and by a sufficient crew of engineers, able seamen, and other men, and with a competent surgeon, to be subject to the approval of the Postmaster General.

9. If the Postmaster General shall consider any of the vessels unfit for the conveyance of mails, he may require the contractors to show cause why such vessels should not be withdrawn from the service, and unless within six weeks after such requisition the contractors shall show cause to the contrary to the satisfaction of the Postmaster General, he may at any time after the expiration of the said period declare such vessel to be unfit for the conveyance of mails, and after such declaration shall have been made, it shall not be lawful for the contractors to employ such vessel in the performance of the contract. In order to determine whether the Postmaster General shall be justified in declaring any vessel unfit for the conveyance of mails, or whether the contractors shall be able to show cause to the contrary, a special examination shall be made of the hull and machinery of any such vessel by such person or persons as may be selected for that purpose by the Postmaster General.

10. The equipments, officers, engineers, and crew of each vessel, when such vessel is in any British port, shall be subject at all times to the inspection of the Postmaster General, or of such other person or persons as he shall at any time or times authorise to make such inspection.

11. The days and hours of departure from the ports of Brindisi, Bombay, Shanghai, Suez, and Alexandria, to be fixed by the Postmaster General, and to be subject to alteration by him, from time to time, on a notice to the contractors of three months. The Postmaster General also to have power, by an order to the commander, to delay the departure of any vessel from any port for a period not exceeding 24 hours.

12. On giving reasonable notice to the contractors, the Postmaster General to be at liberty to modify the service in yet more important matters; as, for example, to increase or decrease the frequency of the conveyance of mails between any of the ports, or to extend the conveyance of mails to other ports, or to discontinue the conveyance of mails to any port. The amount to be paid or deducted for any alteration to be settled by agreement, or failing that, by arbitration in the usual manner.

13. The contractors to provide, to the satisfaction of the Postmaster General, a separate and convenient place of deposit for the mails on board each vessel, and also a room on deck for the purpose of sorting and making up the mails on board the packets employed between Suez and Bombay, and a room for the purpose of sorting and making up the mails on board the packets employed between Singapore and Hong Kong. The services of the crew to be given in the conveyance of the mails between the mail-room and sorting-room.

14. Proper accommodation and mess to be provided on board every packet between Suez and Bombay for an officer in the service of the Indian Post Office, to take charge of the mails, and for an assistant to be employed with the officer in sorting them. Similar accommodation and mess to be provided on board every packet between Singapore and Hong Kong for an officer in the service of the Hong Kong Post Office, to sort the Hong Kong mails. The officers to be victualled and otherwise treated as chief cabin passengers, and the assistants as fore-cabin passengers. Both the officer of the Indian Post Office and his assistant to be allowed to remain on board during the stay of the packet at Suez. Should a further number of officers be required for the purpose of sorting and making up the mails between Suez and Bombay, suitable accommodation and victualling to be provided for such additional officers, and payment for their passage and victualling to be made at the rates charged for ordinary passengers of the same class.

15. At each port where the mails are to be delivered or received, the officer having charge of them shall, whenever he may deem it necessary, be conveyed to and from the shore, with or without the mails (as he may desire), in a suitable boat of not less than four oars, to be furnished with effectual covering for the mails, and to be properly manned and equipped.

16. The contractors and all commanding and other officers of the vessels which may be employed in the performance of the contract, and all agents, seamen, and servants of the contractors, shall, at all times during the continuance of the contract, punctually attend to the orders of the Postmaster General, as to the mode, time, and place of embarking and disembarking mails.

17. The commander shall take charge of the mails, whenever he may be required to do so, and be responsible for their due receipt and delivery. He shall also make the usual Post Office declaration, and furnish such journal, returns, and other information, and perform such other services, as the Postmaster General may from time to time require.

18. Except such letters as are not required by law to pass through the Post Office, the contractors not to receive, or permit to be received, for conveyance on board any of the vessels employed under the contract, any letters other than those contained in Her Majesty's mails. No mails must be conveyed on behalf of any colony or foreign country without permission of the Postmaster General; and the whole postage of every mail shall, under all circumstances, be at his disposal.

19. The contractors not to convey in any of the vessels employed under this contract any nitro-glycerine or any other article which shall have been legally declared specially dangerous.

20. Every vessel which may have started, or which should have started, before the termination of the contract, must complete its voyage in like manner as if the contract remained in force.

21. The contractors, when so required, to be bound to convey from any one port of departure or call, to any other such port, any number of Government passengers not exceeding eight, in any one ship, with or without their wives and children, as chief cabin or first-class passengers, and any number of non-commissioned and warrant officers not exceeding four, in any one ship, with or without their wives and children, as fore cabin or second-class passengers, together with servants of both chief and fore cabin passengers; and any number of seamen, marines, soldiers, or artificers in Her Majesty's service, not exceeding 10 in any one ship, with or without their wives and children, as deck or third-class passengers, to be always provided with effectual protection from rain, sun, and bad weather, and not exposed on deck without such competent shelter, and to have hammocks or bunks (subject to the approval of the Lords Commissioners of the Admiralty) placed between decks.

22. The passengers who shall be conveyed, in pursuance of the last preceding clause, with their families shall be treated in no respect, whether as regards food, cabin, or other accommodation, or aught else, in a way inferior to that of ordinary passengers of the same class, or that required by the Regulations of Her Majesty's Transport Service. The messing of the first and second class Government passengers shall include, in each day, an imperial pint of good sound bottled or draught ale or beer, and that of the first class, in addition, an imperial pint of good foreign wine. The several classes of passengers shall mess in separate places, and medical attendance, medicine, and medical comforts, mess utensils and fittings, cooking utensils, articles for table use and mess places, fuel, lights, requisite articles of bedding, and all other necessities shall be provided for them in like manner, as for ordinary passengers of the like classes respectively.

23. The passage money for Government passengers or their families to be the same as that charged by the contractors for ordinary passengers of a similar kind, and to include all the requisites specified in the 22nd Condition; and the freight of baggage according to Government scale. Whenever any alterations of rates for ordinary passengers may be made, the Postmaster General and the Lords Commissioners of the Admiralty to be immediately apprised of such alterations.

24. Returns of the embarkation and disembarkation of all Government passengers to be furnished to the Director of Transport Services immediately after the departure and arrival of each vessel.

25. Payments for passage money of Government passengers to be applied for by invoices according to a form to be obtained from the office of the Director of Transport Services, and to be made upon the production, to the Director, of the orders for the passages, together with a certificate, under the hand of the commanding officer, specifying the number of the third-class passengers (men, women, and children) conveyed, with the ages and sexes of the latter, and stating the periods during which these have been regularly supplied, while on board, with provisions; and also of a certificate under the hand of each first and second class passenger, of his or her having been landed at the place of destination, and of having been properly accommodated and messed during the voyage, and specifying the dates from and to which they were so messed, computed from the first to the last dinner meal.

26. The passage money for the wives and families of commissioned and civil officers, when not ordered to be conveyed at the public expense, to be paid to the contractors by the officers themselves.

27. In all cases where an officer in the civil, naval, or military service of Her Majesty, who may not be entitled to a passage at the public expense, shall require a passage on board any of the vessels employed in the performance of the contract, the contractors to be bound, when they have room, to provide such passage, in preference to private passengers, and to charge no higher rate for such passage than is chargeable for ordinary passengers.

28. The contractors to receive on board each of the vessels employed in the performance of the contract, and to convey, on behalf of the Admiralty, any small packages which may be ordered for conveyance; and also (on receiving from the Postmaster General or his officers or agents, or from the British naval officer in command of the station, two days previous notice) to receive on board any naval or other stores not exceeding 10 tons weight, or 15 tons of 40 cubic feet each in measurement, at any one time, in any one vessel; and to convey and deliver such small packages and stores at the lowest rate of freight charged by the contractors for private goods; immediate notice being given to the Postmaster General and the Lords Commissioners of the Admiralty of any alteration in such rate of freight. The contractors to be in all cases responsible for the custody and safe and speedy delivery of the packages and stores.

29. The Lords Commissioners of the Admiralty shall at any time during the continuance of the contract, if they shall consider it necessary for the public interest, have power and be at liberty to purchase any of the vessels at a valuation, or to charter the same exclusively for Her Majesty's service, at a rate of hire to be mutually fixed and agreed on by them and the contractors.

30. The Postmaster General to be authorised to delegate any of his powers to such persons as he may deem fit to exercise them.

31. The

31. The contractors to make any arrangements which may be required relative to quarantine.

32. Except where otherwise specified, none of the duties enumerated in the foregoing Conditions to give the contractors any claim to remuneration beyond the general subsidy.

33. Every sum of money forfeited by the contractors to be considered as stipulated or ascertained or liquidated damages, and to be payable whether any damage shall or shall not have been sustained by reason of the breach for which the penalty may be levied. The amount to be deducted by the Postmaster General out of any moneys then payable or which may thereafter become payable to the contractors; or, at his discretion, the payment thereof may be enforced, with full costs of suit.

34. The contract to continue in force until the expiration of a notice to be given in writing at any time by either party 24 calendar months previous to the expiration of the term agreed upon.

35. Subject to deductions for penalties or otherwise, payments to be made quarterly at the General Post Office out of moneys to be provided by Parliament.

36. All notices which the Postmaster General or any of his officers or agents are authorised to give, either to be delivered to the commander of any vessel of the contractors or to any officer or agent of the contractors in charge of any such vessel, or to be left at the office or last known place of business of the contractors.

37. The contractors not to assign, underlet or dispose of the contract, or any part thereof, without the consent, in writing, of the Postmaster General.

38. In case of the breach of the 37th Condition, or in case of a great or habitual breach of the contract of any other kind, the Postmaster General to have power, and that without previous notice, to terminate the contract; such termination not to give the contractors any claim to compensation.

39. In pursuance of the provisions of the Act 22 Geo. 3, c. 45, no Member of the House of Commons to be admitted to any share of the contract, or to any benefit arising therefrom.

40. For the due fulfilment of the contract, the contractors to enter into a bond, with two responsible sureties, to be named in their tenders, in the penalty of 40,000 £. Such penalty to be considered and recoverable as liquidated damages.

41. Should any dispute arise respecting the interpretation of any part of the contract to be framed on the basis of these Conditions, the same to be settled by arbitration in the usual manner; and a submission to arbitration may be made a rule of court.

42. The contract will not be binding until it has been approved of by a Resolution of the House of Commons.

FORM No. 1.—TENDER No. 4.

TENDER for Conveying HER MAJESTY'S MAILS between *Brindisi* and *Alexandria*, between *Suez* and *Bombay*; and between *Suez* and *Shanghai*.*

Sir,

WE hereby offer to convey Her Majesty's mails on the Conditions marked "A." (as amended in paragraphs 2 and 4), once each way in each week, by steam vessels of adequate power, between the port of Brindisi and the port of Alexandria, and between the port of Suez and the port of Bombay, at an average speed of 11 (eleven) knots per hour; and, once in each way in each alternate week, between the port of Suez and the port of Shanghai, at an average rate of speed of 11 (eleven) knots per hour.

For the sum of 400,000 £. (four hundred thousand pounds) per annum if the contract be made for five years certain.

For the sum of 380,000 £. (three hundred and eighty thousand pounds) per annum if the contract be made for eight years certain.

We agree to be subject to the penalties specified in the fourth Condition, as amended.

But we will submit to an abatement of 10,000 £. (ten thousand pounds) in the amount of subsidy, on condition that the penalties for delay on the voyage instead of being absolute shall not be payable when it is proved to the satisfaction of the Postmaster General that the delay has arisen from causes beyond our control.

The Company will be prepared to enter into a bond as in previous contracts, but if sureties are required, we propose as our sureties, in the penalty of 40,000 £., Mr. Henry Sykes Thornton, of Birchin-lane, and the Earl of Leven and Melville, of Birchin-lane, and

* All tenders must be addressed to the Secretary of the Post Office, with the words, "Tender for the conveyance of the India and China Mails" in the left-hand corner of the envelope. Other things equal, a preference will be given to a tender made upon this printed form, and in exact accordance therewith. Even, however, when this form is used, the parties tendering may, in a separate letter, to be forwarded with the tender, suggest, for consideration, any alterations in the Conditions or otherwise. The Postmaster General does not engage, irrespective of other considerations, to accept the lowest tender, nor does he engage to accept any tender.

and we refer you to Messrs. Williams, Deacon & Co. as persons of whom inquiry can be made as to the responsibility of such sureties.

We agree to commence the service on the 1st of February 1880, and should such service not be commenced on such day, or on the first day thereafter which the Postmaster General may fix as the day of sailing, we agree to pay to Her Majesty the sum of 100*l.* for every day from that time until the said service shall be begun by us; but so that the whole amount of penalties for such failure shall not exceed 40,000*l.*

And we agree to execute a contract for the performance of the said service according to the said Conditions marked "A." as amended in paragraphs 2 and 4.

We are, &c.

The Peninsular and Oriental Steam Navigation Company.

(signed) A. M. Bethune, Secretary.

The Secretary of the Post Office.

CONDITIONS,

Referred to as marked "A."

1. THE contractors to convey, during the continuance of the contract, Her Majesty's Mails between Brindisi and Alexandria, between Suez and Bombay, and between Suez and Shanghai; the vessels to call on the voyage between Suez and Bombay, in both directions, at Aden, and on the voyage between Suez and Shanghai, in both directions, at Aden, Point-de-Galle (or, at the option of the Postmaster General, at Colombo), Penang, Singapore, and Hong Kong.

2. The mails to be conveyed from Brindisi to Bombay in 368 hours, including 17 hours for the transit through Egypt, and six hours for stoppage at Aden; and from Bombay to Brindisi in 375 hours, including six hours for stoppage at Aden, and 24 hours for transit through Egypt; and from Brindisi to Shanghai in 844 hours, including 17 hours for transit through Egypt, and for stoppage at Aden six hours, at Galle 24 hours, at Penang six hours, at Singapore 24 hours, and at Hong Kong 24 hours; and from Shanghai to Brindisi in 879 hours, including for stoppage at Hong Kong 48 hours, at Singapore 24 hours, at Penang six hours, at Galle 24 hours, at Aden six hours, and 28 hours for transit through Egypt. Except during the prevalence of the north-east monsoon, when 72 hours additional will be allowed for the voyage from Brindisi to Shanghai, and during the prevalence of the south-west monsoon, when 48 hours additional will be allowed for the voyage from Bombay to Suez, and 96 hours additional for the voyage from Shanghai to Suez. The time (17 hours) named above for the transit through Egypt is conditional upon the Government arranging for the conveyance of the mails within that time.

3. Under the term "Her Majesty's Mails" are to be comprehended all boxes, bags, or packets of letters, newspapers, books or printed papers, and all other articles transmissible by the post, without regard either to the place to which they may be addressed, or to that in which they may have originated; also all empty bags, empty boxes, and other stores and articles, used or to be used in carrying on the Post Office service, which shall be sent by, or to or from, the British or Indian Post Office.

4. A penalty of 500*l.* to be incurred on each occasion when the contractors fail in providing a vessel, in accordance with their contract, ready to put to sea at the appointed time, and a further penalty of 100*l.* for every day's failure in providing such a vessel after such appointed time; but so that these penalties shall not in the aggregate exceed the part of the subsidy applicable to a single voyage, plus the sum of 1,000*l.* The contractors also to be subject to a penalty of 100*l.* for every complete period of 12 hours consumed on any voyage from Brindisi to Bombay, or from Brindisi to Shanghai, beyond the number of hours allowed for such voyage, and to a penalty of 200*l.* for every complete period of 12 hours consumed on any voyage from Shanghai or Bombay to Brindisi beyond the number of hours allowed for such voyage; such penalties to be inflicted from whatever cause the delay may arise, but so that the total amount of penalty for delay on any one voyage shall never exceed the part of the subsidy applicable to such voyage.

5. The payment, by the contractors, of any penalties shall in no way prejudice the right of the Postmaster General to treat the failure to provide a proper vessel at the appointed time, or to perform a voyage at or within the appointed period, as a breach of the contract.

6. The contractors to supply, during the continuance of the contract, and to the satisfaction of the Postmaster General, a sufficient number of steam vessels of adequate power, and in all respects suited for the performance of the service between Brindisi and Alexandria, between Suez and Bombay, and between Suez and Shanghai, within the time stipulated in the tender.

7. The contractors must further provide, and keep in complete repair at Bombay, a small steam vessel, to be so constructed as to be able, at all times of tide, to land and embark the mails; but a necessity to use this steam vessel shall give no claim to any addition to the time allowed.

8. The vessels to be always supplied with all necessary and proper machinery, engines, apparel, furniture, stores, tackle, boats, fuel, lamps, oil, tallow, provisions, anchors, cables, fire-pumps,

fire-pumps, and other proper means for extinguishing fire, lightning conductors, charts, chronometers, proper nautical instruments, and whatsoever else may be necessary for equipping the said vessels, and rendering them constantly efficient for the service to be performed. The vessels to be manned by legally qualified and competent officers, and by a sufficient crew of engineers, able seamen, and other men, and with a competent surgeon, to be subject to the approval of the Postmaster General.

9. If the Postmaster General shall consider any of the vessels unfit for the conveyance of mails, he may require the contractors to show cause why such vessels should not be withdrawn from the service, and unless within six weeks after such requisition the contractors shall show cause to the contrary, to the satisfaction of the Postmaster General, he may at any time after the expiration of the said period declare such vessel to be unfit for the conveyance of mails, and after such declaration shall have been made, it shall not be lawful for the contractors to employ such vessel in the performance of the contract. In order to determine whether the Postmaster General shall be justified in declaring any vessel unfit for the conveyance of mails, or whether the contractors shall be able to show cause to the contrary, a special examination shall be made of the hull and machinery of any such vessel by such person or persons as may be selected for that purpose by the Postmaster General.

10. The equipments, officers, engineers, and crew of each vessel, when such vessel is in any British port, shall be subject at all times to the inspection of the Postmaster General, or of such other person or persons as he shall at any time or times authorise to make such inspection.

11. The days and hours of departure from the ports of Brindisi, Bombay, Shanghai, Suez, and Alexandria, to be fixed by the Postmaster General, and to be subject to alteration by him, from time to time, on a notice to the contractors of three months. The Postmaster General also to have power, by an order to the commander, to delay the departure of any vessel from any port for a period not exceeding 24 hours.

12. On giving reasonable notice to the contractors, the Postmaster General to be at liberty to modify the service in yet more important matters; as, for example, to increase or decrease the frequency of the conveyance of mails between any of the ports, or to extend the conveyance of mails to other ports, or to discontinue the conveyance of mails to any port. The amount to be paid or deducted for any alteration to be settled by agreement, or failing that, by arbitration in the usual manner.

13. The contractors to provide, to the satisfaction of the Postmaster General, a separate and convenient place of deposit for the mails on board each vessel, and also a room on deck for the purpose of sorting and making up the mails on board the packets employed between Suez and Bombay, and a room for the purpose of sorting and making up the mails on board the packets employed between Singapore and Hong Kong. The services of the crew to be given in the conveyance of the mails between the mail-room and sorting-room.

14. Proper accommodation and mess to be provided on board every packet between Suez and Bombay for an officer in the service of the Indian Post Office, to take charge of the mails, and for an assistant to be employed with the officer in sorting them. Similar accommodation and mess to be provided on board every packet between Singapore and Hong Kong for an officer in the service of the Hong Kong Post Office, to sort the Hong Kong mails. The officers to be victualled and otherwise treated as chief-cabin passengers, and the assistants as fore-cabin passengers. Both the officer of the Indian Post Office and his assistant to be allowed to remain on board during the stay of the packet at Suez. Should a further number of officers be required for the purpose of sorting and making up the mails between Suez and Bombay, suitable accommodation and victualling to be provided for such additional officers, and payment for their passage and victualling to be made at the rates charged for ordinary passengers of the same class.

15. At each port where the mails are to be delivered or received, the officer having charge of them shall, whenever he may deem it necessary, be conveyed to and from the shore, with or without the mails (as he may desire), in a suitable boat of not less than four oars, to be furnished with effectual covering for the mails, and to be properly manned and equipped.

16. The contractors, and all commanding and other officers of the vessels which may be employed in the performance of the contract, and all agents, seamen, and servants of the contractors shall, at all times during the continuance of the contract, punctually attend to the orders of the Postmaster General as to the mode, time, and place of embarking and disembarking mails.

17. The commander shall take charge of the mails whenever he may be required to do so, and be responsible for their due receipt and delivery. He shall also make the usual Post Office declaration, and furnish such journal, returns, and other information, and perform such other services as the Postmaster General may from time to time require.

18. Except such letters as are not required by law to pass through the Post Office, the contractors not to receive, or permit to be received, for conveyance on board any of the vessels employed under the contract, any letters other than those contained in Her Majesty's mails. No mails must be conveyed on behalf of any colony or foreign country without permission of the Postmaster General; and the whole postage of every mail shall, under all circumstances, be at his disposal.

19. The contractors not to convey in any of the vessels employed under this contract any nitro-glycerine or any other article which shall have been legally declared specially dangerous.

20. Every vessel which may have started, or which should have started, before the termi-

nation of the contract must complete its voyage in like manner as if the contract remained in force.

21. The contractors, when so required, to be bound to convey from any one port of departure or call, to any other such port, any number of Government passengers not exceeding eight, in any one ship, with or without their wives and children, as chief cabin or first-class passengers, and any number of non-commissioned and warrant officers not exceeding four, in any one ship, with or without their wives and children, as fore-cabin or second-class passengers, together with servants of both chief and fore-cabin passengers; and any number of seamen, marines, soldiers, or artificers in Her Majesty's service, not exceeding 10 in any one ship, with or without their wives and children, as deck or third-class passengers, to be always provided with effectual protection from rain, sun, and bad weather, and not exposed on deck without such competent shelter, and to have hammocks or bunks (subject to the approval of the Lords Commissioners of the Admiralty) placed between decks.

22. The passengers who shall be conveyed, in pursuance of the last preceding clause, with their families, shall be treated in no respect, whether as regards food, cabin, or other accommodation, or aught else, in a way inferior to that of ordinary passengers of the same class, or that required by the Regulations of Her Majesty's Transport Service. The messing of the first and second class Government passengers shall include, in each day, an imperial pint of good sound bottled or draught ale or beer, and that of the first class, in addition, an imperial pint of good foreign wine. The several classes of passengers shall mess in separate places, and medical attendance, medicine, and medical comforts, mess utensils and fittings, cooking utensils, articles for table use and mess places, fuel, lights, requisite articles of bedding, and all other necessaries shall be provided for them in like manner as for ordinary passengers of the like classes respectively.

23. The passage-money for Government passengers or their families to be the same as that charged by the contractors for ordinary passengers of a similar kind, and to include all the requisites specified in the 22nd Condition; and the freight of baggage according to Government scale. Whenever any alterations of rates for ordinary passengers may be made, the Postmaster General and the Lords Commissioners of the Admiralty to be immediately apprised of such alterations.

24. Returns of the embarkation and disembarkation of all Government passengers to be furnished to the Director of Transport Services immediately after the departure and arrival of each vessel.

25. Payments for passage-money of Government passengers to be applied for by invoices according to a form to be obtained from the office of the Director of Transport Services, and to be made upon the production, to the Director, of the orders for the passages, together with a certificate, under the hand of the commanding officer, specifying the number of the third-class passengers (men, women, and children) conveyed, with the ages and sexes of the latter, and stating the periods during which these have been regularly supplied, while on board, with provisions; and also of a certificate, under the hand of each first and second class passenger, of his or her having been landed at the place of destination, and of having been properly accommodated and messed during the voyage, and specifying the dates from and to which they were so messed, computed from the first to the last dinner meal.

26. The passage-money for the wives and families of commissioned and civil officers, when not ordered to be conveyed at the public expense, to be paid to the contractors by the officers themselves.

27. In all cases where an officer in the civil, naval, or military service of Her Majesty, who may not be entitled to a passage at the public expense, shall require a passage on board any of the vessels employed in the performance of the contract, the contractors to be bound, when they have room, to provide such passage, in preference to private passengers, and to charge no higher rate for such passage than is chargeable for ordinary passengers.

28. The contractors to receive on board each of the vessels employed in the performance of the contract, and to convey, on behalf of the Admiralty, any small packages which may be ordered for conveyance; and also (on receiving from the Postmaster General or his officers or agents, or from the British naval officer in command of the station, two days' previous notice) to receive on board any naval or other stores not exceeding 10 tons weight, or 15 tons of 40 cubic feet each in measurement, at any one time, in any one vessel; and to convey and deliver such small packages and stores at the lowest rate of freight charged by the contractors for private goods; immediate notice being given to the Postmaster General and the Lords Commissioners of the Admiralty of any alteration in such rate of freight. The contractors to be in all cases responsible for the custody and safe and speedy delivery of the packages and stores.

29. The Lords Commissioners of the Admiralty shall at any time during the continuance of the contract, if they shall consider it necessary for the public interest, have power and be at liberty to purchase any of the vessels at a valuation, or to charter the same exclusively for Her Majesty's service, at a rate of hire to be mutually fixed and agreed on by them and the contractors.

30. The Postmaster General to be authorised to delegate any of his powers to such persons as he may deem fit to exercise them.

31. The contractors to make any arrangements which may be required relative to quarantine.

32. Except

32. Except where otherwise specified, none of the duties enumerated in the foregoing Conditions to give the contractors any claim to remuneration beyond the general subsidy.

33. Every sum of money forfeited by the contractors to be considered as stipulated or ascertained or liquidated damages, and to be payable whether any damage shall or shall not have been sustained by reason of the breach for which the penalty may be levied. The amount to be deducted by the Postmaster General out of any moneys then payable or which may thereafter become payable to the contractors; or, at his discretion, the payment thereof may be enforced, with full costs of suit.

34. The contract to continue in force until the expiration of a notice to be given in writing at any time by either party 24 calendar months previous to the expiration of the term agreed upon.

35. Subject to deductions for penalties or otherwise, payments to be made quarterly at the General Post Office out of moneys to be provided by Parliament.

36. All notices which the Postmaster General or any of his officers or agents are authorised to give, either to be delivered to the commander of any vessel of the contractors or to any officer or agent of the contractors in charge of any such vessel, or to be left at the office or last known place of business of the contractors.

37. The contractors not to assign, underlet, or dispose of the contract, or any part thereof, without the consent, in writing, of the Postmaster General.

38. In case of the breach of the 37th Condition, or in case of a great or habitual breach of the contract of any other kind, the Postmaster General to have power, and that without previous notice, to terminate the contract; such termination not to give the contractors any claim to compensation.

39. In pursuance of the provisions of the Act 22, Geo. 3, c. 45, no Member of the House of Commons to be admitted to any share of the contract, or to any benefit arising therefrom.

40. For the due fulfilment of the contract, the contractors to enter into a bond, with two responsible sureties, to be named in their tenders, in the penalty of 40,000 *l.* Such penalty to be considered and recoverable as liquidated damages.

41. Should any dispute arise respecting the interpretation of any part of the contract to be framed on the basis of these Conditions, the same to be settled by arbitration in the usual manner; and a submission to arbitration may be made a rule of court.

42. The contract will not be binding until it has been approved of by a Resolution of the House of Commons.

TENDERS for INDIA and CHINA MAIL SERVICES.

DESCRIPTION OF TENDERS.			AMOUNTS OF TENDERS.			
No.	Service.	S P E E D.	NON-ABSOLUTE PENALTIES.		ABSOLUTE PENALTIES.	
			Period of Eight Years.	Period of Five Years.	Period of Eight Years.	Period of Five Years.
			Per Ann.	Per Ann.	Per Ann.	Per Ann.
			£.	£.	£.	£.
1	Canal	11 knots to Bombay, and 10½ knots to Shanghai	330,000	350,000	340,000	360,000
2	Ditto	11 knots to Bombay and Shanghai	340,000	380,000	350,000	370,000
3	Railway	11 knots to Bombay, and 10½ knots to Shanghai	360,000	380,000	370,000	390,000
4	Ditto	11 knots to Bombay and Shanghai	370,000	390,000	380,000	400,000
5	Railway	Express as per Separate Letter, viz.: 14 knots to Alexandria, 11 knots to Bombay and Shanghai. 14 knots to Alexandria, 11 knots to Bombay, and 10½ knots to Shanghai.	410,000 400,000	— —	— —	— —

(signed) A. M. Bethune, Secretary,
Peninsular and Oriental Steam Navigation Company.

Comparison of Tenders.—For the Year 1880 (Leap Year)—*continued.*

Note.—The following are the Stoppages proposed:—

OUTWARD ROUTE.

BOMBAY LINE.				CHINA LINE.			
Transit by Rail	-	-	17 hours.*	Transit by Rail	-	-	17 hours.
„ Canal	-	-	36 „	„ Canal	-	-	36 „
Stay at Aden	-	-	6 „	Stay at Aden	-	-	6 „
				„ Galle	-	-	24 „
				„ Penang	-	-	6 „
				„ Singapore	-	-	24 „
				„ Hong Kong	-	-	24 „

* The minimum transit by rail is here assumed, but this will depend upon the Post Office making an arrangement with the Egyptian Government by which the mails (and passengers) can be started for Suez within two or three hours of the arrival of the packet from Brindisi at Alexandria.

HOMEWARD ROUTE.

CHINA LINE.				BOMBAY LINE.			
Hong Kong	-	-	48 hours.	Aden	-	-	6 hours.
Singapore	-	-	24 „	Transit by Rail	-	-	24 „
Penang	-	-	6 „	„ Canal	-	-	36 „
Galle	-	-	24 „				
Aden	-	-	6 „				
Transit by Rail	-	-	28 „				
„ Canal	-	-	38 „				

(signed) *A. M. Bethune*, Secretary,
Peninsular and Oriental Steam Navigation Company.

Enclosure 4, in No. 18.

FORM No. 1.

TENDER for Conveying HER MAJESTY'S MAILS between *Brindisi* and *Alexandria*, between *Suez* and *Bombay*, and between *Suez* and *Shanghai*.*

1, India Buildings, Liverpool,
24 July 1878.

Sir,

I HEREBY offer to convey Her Majesty's mails on the conditions marked "A" (which see), once each way in each week, by steam vessels of adequate power, between the port of Brindisi and the port of Alexandria, and between the port of Suez and the port of Bombay, at an average speed of 12 knots per hour; and, once each way in each alternate week, between the port of Suez and the port of Shanghai, at an average rate of speed of 11 knots per hour:—

For the sum of 454,000 *l.* per annum if the contract be made for eight years certain.

And if the speed on the Brindisi and Bombay route be reduced to 11 knots, and that on the Shanghai route to 10 knots, I offer to perform the service for 384,000 *l.* per annum, if the contract be made for eight years certain.

Please refer to separate letter enclosed (B).

I agree to be subject to the penalties specified in the Fourth Condition.

But I will submit to an abatement of 8,000 *l.* in each of the amounts of subsidy, on condition

* All tenders must be addressed to the Secretary of the Post Office, with the words "Tender for the Conveyance of the India and China Mails" in the left-hand corner of the envelope. Other things equal, a preference will be given to a tender made upon this printed form and in exact accordance therewith. Even, however, when this form is used, the parties tendering may, in a separate letter, to be forwarded with the tender, suggest, for consideration, any alterations in the Conditions or otherwise. The Postmaster General does not engage, irrespective of other considerations, to accept the lowest tender, nor does he engage to accept any tender.

dition that the penalties for delay on the voyages, instead of being absolute, shall not be payable when it is proved to the satisfaction of the Postmaster General that the delay has arisen from causes beyond my control.

I propose as my sureties, in the penalty of 40,000 *l.*, Mr. Philip Henry Holt, of Liverpool, and Mr. Robert Durning Holt, of Liverpool; and I refer you to Messrs. Baring, Brothers, Messrs. Brown, Shipley & Co., or the Manager of the Liverpool Branch Bank of England, as persons of whom inquiry can be made as to the responsibility of such sureties.

I agree to commence the service on the 1st February 1880, and should such service not be commenced on such day, or on the first day thereafter which the Postmaster General may fix as the day of sailing, I agree to pay to Her Majesty the sum of 100 *l.* for every day from that time until the said service shall begun by me; but so that the whole amount of penalties for such failure shall not exceed 40,000 *l.*

And I agree to execute a contract for the performance of the said service according to the said conditions marked "A."

I am, &c.
(signed) *Alfred Holt.*

The Secretary of the Post Office.

CONDITIONS,

Referred to as marked "A."

1. THE contractors to convey, during the continuance of the contract, Her Majesty's mails between Brindisi and Alexandria, between Suez and Bombay, and between Suez and Shanghai; the vessels to call on the voyage between Suez and Bombay, in both directions, at Aden, and on the voyage between Suez and Shanghai, in both directions, at Aden, Point de Galle (or, at the option of the Postmaster General, at Colombo), Penang, Singapore, and Hong Kong.

2. The mails must be conveyed from Brindisi to Alexandria and from Alexandria to Brindisi, in 69 hours, from Suez to Bombay and from Bombay to Suez, in 248* hours, and from Suez to Shanghai and from Shanghai to Suez in 668* hours, exclusive of stoppages; except during the prevalence of the north-east monsoon, when 48 hours additional will be allowed for the voyage from Suez to Shanghai, and during the prevalence of the south-west monsoon, when 48 hours additional will be allowed for the voyage from Bombay to Suez, and 96 hours for the voyage from Shanghai to Suez. The duration of the stoppages to be fixed by the Postmaster General, with exclusive reference to the mails. No stoppages required for cargo.

3. Under the term "Her Majesty's Mails," are to be comprehended all boxes, bags, or packets of letters, newspapers, books or printed papers, and all other articles transmissible by the post, without regard either to the place to which they may be addressed or to that in which they may have originated; also all empty bags, empty boxes, and other stores and articles, used or to be used in carrying on the Post Office service, which shall be sent by or to or from the British or Indian Post Office.

4. A penalty of 500 *l.* to be incurred on each occasion when the contractors fail in providing a vessel, in accordance with their contract, ready to put to sea at the appointed time, and a further penalty of 100 *l.* for every day's failure in providing such a vessel after such appointed time; but so that these penalties shall not, in the aggregate, exceed the part of the subsidy applicable to a single voyage, plus the sum of 1,000 *l.* The contractors also to be subject to a penalty of 25 *l.* for every complete period of six hours consumed on any outward or homeward voyage between Brindisi and Alexandria, and to a penalty of 100 *l.* for every complete period of 12 hours consumed on any outward or homeward voyage between Suez and Bombay or between Suez and Shanghai beyond the number of hours allowed for the voyage, such penalties to be inflicted from whatever cause the delay may arise; but so that the total amount of the penalty for delay on any one voyage shall never exceed the part of the subsidy applicable to such voyage.

5. The payment by the contractors of any penalties shall in no way prejudice the right of the Postmaster General to treat the failure to provide a proper vessel at the appointed time, or to perform a voyage at or within the appointed period, as a breach of the contract.

6. The contractors to supply, during the continuance of the contract, and to the satisfaction of the Postmaster General, a sufficient number of steam vessels of adequate power, and in all respects suited for the performance of the service between Brindisi and Alexandria, between Suez and Bombay, and between Suez and Shanghai, within the time stipulated in the tender.

7. The contractors must further provide and keep in complete repair at Bombay a small steam vessel, to be so constructed as to be able, at all times of tide, to land and embark the mails; but a necessity to use this steam vessel shall give no claim to any addition to the time allowed.

8. The

* These figures are based upon rates of speed of 12 and 11 knots respectively, and will require to be altered if lower rates of speed be stipulated for.

8. The vessels to be always supplied with all necessary and proper machinery, engines, apparel, furniture, stores, tackle, boats, fuel, lamps, oil, tallow, provisions, anchors, cables, fire-pumps, and other proper means for extinguishing fire, lightning conductors, charts, chronometers, proper nautical instruments, and whatsoever else may be necessary for equipping the said vessels, and rendering them constantly efficient for the service to be performed. The vessels to be manned by legally qualified and competent officers, and by a sufficient crew of engineers, able seamen, and other men, and with a competent surgeon, to be subject to the approval of the Postmaster General.

9. If the Postmaster General shall consider any of the vessels unfit for the conveyance of mails, he may require the contractors to show cause why such vessels should not be withdrawn from the service, and unless within six weeks after such requisition the contractors shall show cause to the contrary to the satisfaction of the Postmaster General, he may at any time after the expiration of the said period declare such vessel to be unfit for the conveyance of mails, and after such declaration shall have been made it shall not be lawful for the contractors to employ such vessel in the performance of the contract. In order to determine whether the Postmaster General shall be justified in declaring any vessel unfit for the conveyance of mails, or whether the contractors shall be able to show cause to the contrary, a special examination shall be made of the hull and machinery of any such vessel by such person or persons as may be selected for that purpose by the Postmaster General.

10. The equipments, officers, engineers and crew of each vessel, when such vessel is in any British port, shall be subject at all times to the inspection of the Postmaster General, or of such other person or persons as he shall at any time or times authorize to make such inspection.

11. The days and hours of departure from the ports of Brindisi, Bombay, Shanghai, Suez, and Alexandria, to be fixed by the Postmaster General and to be subject to alteration by him, from time to time, on a notice to the contractors of three months. The Postmaster General also to have power, by an order to the commander, to delay the departure of any vessel from any port for a period not exceeding 24 hours.

12. On giving reasonable notice to the contractors, the Postmaster General to be at liberty to modify the service in yet more important matters; as, for example, to increase or decrease the frequency of the conveyance of mails between any of the ports or to extend the conveyance of mails to other ports, or to discontinue the conveyance of mails to any port. The amount to be paid or deducted for any alteration to be settled by agreement, or failing that, by arbitration in the usual manner.

13. The contractors to provide, to the satisfaction of the Postmaster General, a separate and convenient place of deposit for the mails on board each vessel, and also a room on deck for the purpose of sorting and making up the mails on board the packets employed between Suez and Bombay, and a room for the purpose of sorting and making up the mails on board the packets employed between Singapore and Hong Kong. The services of the crew to be given in the conveyance of the mails between the mail-room and sorting-room.

14. Proper accommodation and mess to be provided on board every packet between Suez and Bombay for an officer in the service of the Indian Post Office, to take charge of the mails, and for an assistant to be employed with the officer in sorting them. Similar accommodation and mess to be provided on board every packet between Singapore and Hong Kong for an officer in the service of the Hong Kong Post Office, to sort the Hong Kong mails. The officers to be victualled and otherwise treated as chief cabin passengers, and the assistants as fore cabin passengers. Both the officer of the Indian Post Office and his assistant to be allowed to remain on board during the stay of the packet at Suez. Should a further number of officers be required for the purpose of sorting and making up the mails between Suez and Bombay, suitable accommodation and victualling to be provided for such additional officers, and payment for their passage and victualling to be made at the rates charged for ordinary passengers of the same class.

15. At each port where the mails are to be delivered or received, the officer having charge of them shall, whenever he may deem it necessary, be conveyed to and from the shore, with or without the mails (as he may desire), in a suitable boat of not less than four oars, to be furnished with effectual covering for the mails, and to be properly manned and equipped.

16. The contractors and all commanding and other officers of the vessels which may be employed in the performance of the contract, and all agents, seamen and servants of the contractors, shall, at all times during the continuance of the contract, punctually attend to the orders of the Postmaster General, as to the mode, time and place of embarking and disembarking mails.

17. The commander shall take charge of the mails, whenever he may be required to do so, and be responsible for their due receipt and delivery. He shall also make the usual Post Office declaration, and furnish such journal, returns, and other information, and perform such other services, as the Postmaster General may, from time to time, require.

18. Except such letters as are not required by law to pass through the Post Office, the contractors not to receive, or permit to be received, for conveyance on board any of the vessels employed under the contract, any letters other than those contained in Her Majesty's mails. No mails must be conveyed on behalf of any colony or foreign country without permission of the Postmaster General; and the whole postage of every mail shall, under all circumstances, be at his disposal.

19. The contractors not to convey in any of the vessels employed under this contract any nitro-glycerine or any other article which shall have been legally declared specially dangerous.

20. Every vessel which may have started, or which should have started, before the termination

nation of the contract must complete its voyage in like manner as if the contract remained in force.

21. The contractors, when so required, to be bound to convey from any one port of departure or call, to any other such port, any number of Government passengers not exceeding eight, in any one ship, with or without their wives and children, as chief cabin or first-class passengers, and any number of non-commissioned and warrant officers not exceeding four, in any one ship, with or without their wives and children as fore cabin or second-class passengers, together with servants of both chief and fore cabin passengers; and any number of seamen, marines, soldiers, or artificers in Her Majesty's service, not exceeding 10 in any one ship, with or without their wives or children, as deck or third-class passengers, to be always provided with effectual protection from rain, sun, and bad weather, and not exposed on deck without such competent shelter, and to have hammocks or bunks (subject to the approval of the Lords Commissioners of the Admiralty) placed between decks.

22. The passengers who shall be conveyed, in pursuance of the last preceding clause, with their families shall be treated in no respect, whether as regards food, cabin, or other accommodation, or aught else, in a way inferior to that of ordinary passengers of the same class, or that required by the Regulations of Her Majesty's Transport Service. The messing of the first and second class Government passengers shall include, in each day, an imperial pint of good sound bottled or draught ale or beer, and that of the first class, in addition, an imperial pint of good foreign wine. The several classes of passengers shall mess in separate places, and medical attendance, medicine, and medical comforts, mess utensils and fittings, cooking utensils, articles for table use and mess places, fuel, lights, requisite articles of bedding, and all other necessities shall be provided for them in like manner, as for ordinary passengers of the like classes respectively.

23. The passage-money for Government passengers or their families to be the same as that charged by the contractors for ordinary passengers of a similar kind, and to include all the requisites specified in the 22nd Condition; and the freight of baggage according to Government scale. Whenever any alterations of rates for ordinary passengers may be made, the Postmaster General and the Lords Commissioners of the Admiralty to be immediately apprised of such alterations.

24. Returns of the embarkation and disembarkation of all Government passengers to be furnished to the Director of Transport Services immediately after the departure and arrival of each vessel.

25. Payments for passage-money of Government passengers to be applied for by invoices according to a form to be obtained from the office of the Director of Transport Services, and to be made upon the production, to the director, of the orders for the passages, together with a certificate, under the hand of the commanding officer, specifying the number of the third-class passengers (men, women and children) conveyed, with the ages and sexes of the latter, and stating the periods during which these have been regularly supplied, while on board, with provisions; and also of a certificate, under the hand of each first and second class passenger, of his or her having been landed at the place of destination, and of having been properly accommodated and messed during the voyage, and specifying the dates from and to which they were so messed, computed from the first to the last dinner meal.

26. The passage-money for the wives and families of commissioned and civil officers, when not ordered to be conveyed at the public expense, to be paid to the contractors by the officers themselves.

27. In all cases where an officer in the civil, naval, or military service of Her Majesty, who may not be entitled to a passage at the public expense, shall require a passage on board any of the vessels employed in the performance of the contract, the contractors to be bound, when they have room, to provide such passage, in preference to private passengers, and to charge no higher rate for such passage than is chargeable for ordinary passengers.

28. The contractors to receive on board each of the vessels employed in the performance of the contract, and to convey, on behalf of the Admiralty, any small packages which may be ordered for conveyance; and also (on receiving from the Postmaster General or his officers or agents, or from the British Naval Officer in command of the station, two days previous notice) to receive on board any naval or other stores not exceeding 10 tons weight, or 15 tons of 40 cubic feet each in measurement, at any one time, in any one vessel; and to convey and deliver such small packages and stores at the lowest rate of freight charged by the contractors for private goods; immediate notice being given to the Postmaster General and the Lords Commissioners of the Admiralty of any alteration in such rate of freight. The contractors to be in all cases responsible for the custody and safe and speedy delivery of the packages and stores.

29. The Lords Commissioners of the Admiralty shall at any time during the continuance of the contract, if they shall consider it necessary for the public interest, have power and be at liberty to purchase any of the vessels at a valuation, or to charter the same exclusively for Her Majesty's service, at a rate of hire to be mutually fixed and agreed on by them and the contractors.

30. The Postmaster General to be authorised to delegate any of his powers to such persons as he may deem fit to exercise them.

31. The contractors to make any arrangements which may be required relative to quarantine.

32. Except where otherwise specified, none of the duties enumerated in the foregoing conditions to give the contractors any claim to remuneration beyond the general subsidy.

33. Every sum of money forfeited by the contractors to be considered as stipulated or ascertained

ascertained or liquidated damages, and to be payable whether any damage shall or shall not have been sustained by reason of the breach for which the penalty may be levied. The amount to be deducted by the Postmaster General out of any moneys then payable or which may thereafter become payable to the contractors; or, at his discretion, the payment thereof may be enforced, with full costs of suit.

34. The contract to continue in force until the expiration of a notice to be given in writing at any time by either party 24 calendar months previous to the expiration of the term agreed upon.

35. Subject to deductions for penalties or otherwise, payments to be made quarterly at the General Post Office out of moneys to be provided by Parliament.

36. All notices which the Postmaster General or any of his officers or agents are authorised to give, either to be delivered to the commander of any vessel of the contractors or to any officer or agent of the contractors in charge of any such vessel, or to be left at the office or last known place of business of the contractors.

37. The contractors not to assign, underlet, or dispose of the contract, or any part thereof, without the consent, in writing, of the Postmaster General.

38. In case of the breach of the 37th Condition, or in case of a great or habitual breach of the contract of any other kind, the Postmaster General to have power, and that without previous notice, to terminate the contract; such termination not to give the contractors any claim to compensation.

39. In pursuance of the provisions of the Act 22 Geo. 3, c. 45, no Member of the House of Commons to be admitted to any share of the contract, or to any benefit arising therefrom.

40. For the due fulfilment of the contract, the contractors to enter into a bond, with two responsible sureties, to be named in their tenders, in the penalty of 40,000*l.* Such penalty to be considered and recoverable as liquidated damages.

41. Should any dispute arise respecting the interpretation of any part of the contract to be framed on the basis of these conditions, the same to be settled by arbitration in the usual manner; and a submission to arbitration may be made a rule of Court.

42. The contract will not be binding until it has been approved of by a resolution of the House of Commons.

(B.)

Mr. *Alfred Holt* to the Post Office.

1, India Buildings, Liverpool,
24 July 1878.

Sir,

I FURTHER make the following offers, viz., to convey Her Majesty's mails, on the conditions marked (A.), once each way in each week, by steam vessels of adequate power, between the port of Brindisi and the port of Alexandria, and between the port of Suez and the port of Bombay, at an average speed of 12 knots per hour; and once each way in each alternate week between the port of Bombay and the port of Shanghai, at an average speed of 11 knots per hour, for the sum of 404,000*l.* per annum, if the contract be made for eight years certain.

And if the speed on the China portion be reduced to 10 knots, I offer the service for 389,000*l.* per annum.

And if the speed from Brindisi (*viâ* Alexandria) to Bombay be reduced to 11 knots, I offer the service at 336,500*l.* per annum.

All subject to abatement of 8,000*l.* for penalties being made conditional.

Note.—Serving China, *viâ* Bombay, requires about 28 hours more sea time for the China service, but it opens the door to what, under correction, I submit will probably be thought desirable with mails of such importance, viz., the abandonment of the call at Aden. If that call be abandoned, part of the delay would be recovered, and the main route of the whole (viz., that between Bombay and Suez) could be accelerated. Also, I submit that the Ceylon connection, if Colombo replaces Galle, is improved by carrying the mails *viâ* Bombay.

I further offer to convey Her Majesty's mails on conditions marked (A.), once each way in each week, by steam vessels of adequate power, between the port of Brindisi and the port of Alexandria, at an average speed of 12 knots per hour, for the sum of 100,000*l.* per annum, if the contract be made for eight years certain, abating 2,000*l.* for penalties being made conditional.

I further offer that if the Postmaster General chooses to send the mails to the Straits Settlements and China by my present vessels, of which a list is appended, he can do so gratis. They are safe vessels, of about the speed of the present service, are now sailing about every nine days, and will probably be sailing more frequently in 1880. No engagement as to exact arrivals and departures would be given, but every effort would be made to connect at Aden or Suez with any Indian service arranged for with others.

The sole condition I require in return is an engagement that no payment for carrying mails along that route be given to others.

The Secretary of the Post Office.

I am, &c.
(signed) *Alfred Holt.*

102 PAPERS :—MAIL CONTRACTS WITH THE PENINSULAR

LIST of VESSELS referred to, with their Tonnages.

Agamemnon - - -	2,279	Ulysses - - -	1,989	Stentor - - -	2,020
Ajax - - -	2,358	Menelaus - - -	1,992	Anchises - - -	2,021
Achilles - - -	2,359	Patroclus - - -	2,118	Sarpedon - - -	2,036
Diomed - - -	1,916	Glaucus - - -	2,112	Qrestes - - -	2,857
Nestor - - -	1,869	Antenor - - -	2,110	Hector - - -	2,040
Priam - - -	2,039	Deucalion - - -	2,107	Teucer - - -	2,057

Enclosure 5, in No. 18.

FORM No. 7.

TENDER for Conveying HER MAJESTY'S MAILS between *Suez* and *Shanghai*.*

Sir,

I HEREBY offer to convey Her Majesty's mails on the conditions marked "A" (which see), once each way in each alternate week, by steam vessels of adequate power, between the Port of Aden and the Port of Shanghai, at an average speed of 11 knots per hour :—

For the sum of 199,500 *l.* per annum, if the contract be made for eight years certain ;

And if the speed be reduced to 10 knots, for the sum of 175,500 *l.* per annum, if the contract be made for eight years certain.

Please refer to separate letter enclosed (C).

I agree to be subject to the penalties specified in the fourth condition.

But I will submit to an abatement of 3,000 *l.* in the amount of subsidy, on condition that the penalty for delay on the voyages instead of being absolute shall not be payable when it is proved to the satisfaction of the Postmaster General that the delay has arisen from causes beyond my control.

I further agree that, in the event of a tender from other parties for the Indian Mail Service being accepted, I will convey the China, &c., mails, so as to connect with the said service, both outwards and homewards, at Aden.

I propose as my sureties, in the penalty of 20,000 *l.*, Mr. Philip Henry Holt, of Liverpool, and Mr. Robert Durning Holt, of Liverpool ; and I refer you to Messrs. Baring Brothers, Messrs. Brown, Shipley & Co., or the Manager of the Liverpool Branch Bank of England, as persons of whom inquiry can be made as to the responsibility of such sureties.

I agree to commence the service on the 1st of February 1880, and, should such service not be commenced on such day, or on the first day thereafter which the Postmaster General may fix as the day of sailing, I agree to pay to Her Majesty the sum of 100 *l.* for every day from that time until the said service shall be begun by me ; but so that the whole amount of penalties for such failure shall not exceed 20,000 *l.*

And I agree to execute a contract for the performance of the said service according to the said conditions marked "A."

I am, &c.
(signed) *Alfred Holt,*
1, India Buildings, Liverpool.

24 July 1878.
The Secretary of the Post Office.

* All tenders must be addressed to the Secretary of the Post Office with the words "Tender for the Conveyance of Mails between Suez and Shanghai" in the left-hand corner of the envelope. Other things equal, a preference will be given to a tender made upon this printed form and in exact accordance therewith. Even, however, when this form is used, the parties tendering may, in a separate letter, to be forwarded with the tender, suggest, for consideration, any alteration in the Conditions or otherwise. The Postmaster General does not engage, irrespective of other considerations, to accept the lowest tender, nor does he engage to accept any tender.

CONDITIONS,

Referred to as marked "A."

1. THE contractors to convey, during the continuance of the contract, Her Majesty's mails between Aden and Shanghai by steam vessels; the vessels to call on the voyage, in both directions, at Point de Galle (or, at the option of the Postmaster General, at Colombo), Penang, Singapore, and Hong Kong.

2. The mails must be conveyed from Aden to Shanghai and from Shanghai to Aden in 549 hours, exclusive of stoppages. Distance 6,035 knots, at 11 knots per hour. During the prevalence of the north-east monsoon 48 hours additional time to be allowed for the voyage from Aden to Shanghai, and during the prevalence of the south-west monsoon, 96 hours additional time to be allowed for the voyage from Shanghai to Aden. The duration of the stoppages at the ports of call to be fixed by the Postmaster General with exclusive reference to the mails. No stoppages required for cargo.

3. Under the term "Her Majesty's Mails," are to be comprehended all boxes, bags, or packets of letters, newspapers, books, or printed papers, and all other articles transmissible by the post, without regard either to the place to which they may be addressed or to that in which they may have originated; also all empty bags, empty boxes, and other stores and articles, used or to be used in carrying on the Post Office Service, which shall be sent by or to or from the British Post Office.

4. A penalty of 500*l.* to be incurred on each occasion when the contractors fail in providing a vessel, in accordance with their contract, ready to put to sea at the appointed time, and a further penalty of 100*l.* for every day's failure in providing such a vessel after such appointed time; but so that these penalties shall not, in the aggregate, exceed the part of the subsidy applicable to a single voyage, plus the sum of 1,000 *l.* The contractors also to be subject to a penalty of 100*l.* for every complete period of 12 hours consumed on any voyage from Aden to Shanghai, and a penalty of 100 *l.* for every complete period of 12 hours consumed on any voyage from Shanghai to Aden from whatever cause arising, beyond the number of hours allowed for the voyage; but so that the total amount of the penalty for delay on any one voyage shall never exceed the part of the subsidy applicable to such voyage.

5. The payment by the contractors of any penalties shall in no way prejudice the right of the Postmaster General to treat the failure to provide a proper vessel at the appointed time, or to perform a voyage at or within the appointed period, as a breach of the contract.

6. The contractors to supply, during the continuance of the contract, and to the satisfaction of the Postmaster General, a sufficient number of steam vessels of adequate power, and in all respects suited for the performance of the service at the speed stipulated in the tender.

7. The vessels to be always supplied with all necessary and proper machinery, engines, apparel, furniture, stores, tackle, boats, fuel, lamps, oil, tallow, provisions, anchors, cables, fire-pumps, and other proper means for extinguishing fire, lightning conductors, charts, chronometers, proper nautical instruments, and whatsoever else may be necessary for equipping the said vessels, and rendering them constantly efficient for the service to be performed. The vessels to be manned by legally qualified and competent officers, and by a sufficient crew of engineers, able seamen, and other men, and with a competent surgeon, to be subject to the approval of the Postmaster General.

8. If the Postmaster General shall consider any of the vessels unfit for the conveyance of mails, he may require the contractors to show cause why such vessel should not be withdrawn from the service, and unless within six weeks after such requisition the contractors shall show cause to the contrary to the satisfaction of the Postmaster General, he may at any time after the expiration of the said period declare such vessel to be unfit for the conveyance of mails, and after such declaration shall have been made it shall not be lawful for the contractors to employ such vessel in the performance of the contract. In order to determine whether the Postmaster General shall be justified in declaring any vessel unfit for the conveyance of mails, or whether the contractors shall be able to show cause to the contrary, a special examination shall be made of the hull and machinery of any such vessel by such person or persons as may be selected for that purpose by the Postmaster General.

9. The equipments, officers, engineers and crew of each vessel, when such vessel is in any British port, shall be subject at all times to the inspection of the Postmaster General, or of such other person or persons as he shall at any time or times authorise to make such inspection.

10. The days and hours of departure from the ports of Aden and Shanghai to be fixed by the Postmaster General, and to be subject to alteration by him, from time to time, on a notice to the contractors of three months. The Postmaster General also to have power, by an order to the commander, to delay the departure of any vessel from either port for a period not exceeding 24 hours.

11. On giving reasonable notice to the contractors, the Postmaster General to be at liberty to modify the service in yet more important matters; as, for example, to increase or decrease the frequency of the conveyance of mails between any of the ports or to extend the conveyance of mails to other ports or to discontinue the conveyance of mails to any port. The amount to be paid or deducted for any alteration to be settled by agreement, or failing that by arbitration in the usual manner.

12. The contractors to provide, to the satisfaction of the Postmaster General, a separate and convenient place of deposit for the mails on board each vessel, and also a room for the purpose of sorting and making up the mails on board the packets between Singapore and

Hong Kong. The services of the crew to be given in the conveyance of the mails between the mail-room and sorting-room.

13. Proper accommodation and mess to be provided on board every packet between Singapore and Hong Kong, for an officer in the service of the Hong Kong Post Office, and for an assistant to be employed with the officer in sorting the mails. The officer to be victualled and otherwise treated as a chief-cabin passenger, and the assistant as a fore-cabin passenger.

14. The contractors and all commanding and other officers of the vessels which may be employed in the performance of the contract, and all agents, seamen and servants of the contractors, shall, at all times during the continuance of the contract, punctually attend to the orders of the Postmaster General, as to the mode, time and place of embarking and disembarking mails.

15. The commander shall take charge of the mails, whenever he may be required to do so, and be responsible for their due receipt and delivery. He shall also make the usual Post Office declaration, and furnish such journal, returns, and other information, and perform such other services, as the Postmaster General may, from time to time, require.

16. Except such letters as are not required by law to pass through the Post Office, the contractors not to receive, or permit to be received, for conveyance on board any of the vessels employed under the contract, any letters other than those contained in Her Majesty's mails. No mails must be conveyed on behalf of any colony or foreign country without permission of the Postmaster General; and the whole postage of every mail shall, under all circumstances, be at his disposal.

17. The contractors not to convey in any of the vessels employed under this contract any nitro-glycerine or any other article which shall have been legally declared specially dangerous.

18. Every vessel which may have started, or which should have started, before the termination of the contract must complete its voyage in like manner as if the contract remained in force.

19. The contractors, when so required, to be bound to convey from any one port of departure or call, to any other such port, any number of Government passengers not exceeding eight, in any one ship, with or without their wives and children, as chief-cabin or first class passengers, and any number of non-commissioned and warrant officers not exceeding four, in any one ship, with or without their wives and children, as fore-cabin or second-class passengers, together with servants of both chief and fore cabin passengers; and any number of seamen, marines, soldiers, or artificers in Her Majesty's service, not exceeding 10 in any one ship, with or without their wives and children, as deck or third-class passengers, to be always provided with effectual protection from rain, sun, and bad weather, and not exposed on deck without such competent shelter, and to have hammocks or bunks (subject to the approval of the Lords Commissioners of the Admiralty) placed between decks.

20. The passengers who shall be conveyed, in pursuance of the last preceding clause, with their families, shall be treated in no respect, whether as regards food, cabin, or other accommodation, or aught else, in a way inferior to that of ordinary passengers of the same class, or that required by the regulations of Her Majesty's Transport Service. The messing of the first and second class Government passengers shall include in each day, an imperial pint of good sound bottled or draught ale or beer, and that of the first-class, in addition, an imperial pint of good foreign wine. The several classes of passengers shall mess in separate places, and medical attendance, medicine, and medical comforts, mess utensils, and fittings, cooking utensils, articles for table use and mess places, fuel, lights, requisite articles of bedding, and all other necessities shall be provided for them in like manner as for ordinary passengers of the like classes respectively.

21. The passage-money for Government passengers or their families to be the same as that charged by the contractors for ordinary passengers of a similar kind, and to include all the requisites specified in the 20th Condition; and the freight of baggage according to Government scale. Whenever any alterations of rates for ordinary passengers may be made, the Postmaster General and the Lords Commissioners of the Admiralty to be immediately apprised of such alterations.

22. Returns of the embarkation and disembarkation of all Government passengers to be furnished to the Director of Transport Services immediately after the departure and arrival of each vessel.

23. Payments for passage-money of Government passengers to be applied for by invoices according to a form to be obtained from the office of the Director of Transport Services, and to be made upon the production, to the director, of the orders for the passages, together with a certificate, under the hand of the commanding officer, specifying the number of the third-class passengers (men, women, and children) conveyed, with the ages and sexes of the latter, and stating the periods during which these have been regularly supplied, while on board, with provisions; and also of a certificate, under the hand of each first and second class passenger, of his or her having been landed at the place of destination, and of having been properly accommodated and messed during the voyage, and specifying the dates from and to which they were so messed, computed from the first to the last dinner meal.

24. The passage-money for the wives and families of commissioned and civil officers, when not ordered to be conveyed at the public expense, to be paid to the contractors by the officers themselves.

25. In all cases where an officer in the civil, naval, or military service of Her Majesty, who may not be entitled to a passage at the public expense, shall require a passage on board

board any of the vessels employed in the performance of the contract, the contractors to be bound, when they have room, to provide such passage, in preference to private passengers, and to charge no higher rate for such passage than is chargeable for ordinary passengers.

26. The contractors to receive on board each of the vessels employed in the performance of the contract, and to convey, on behalf of the Admiralty, any small packages which may be ordered for conveyance; and also (on receiving from the Postmaster General or his officers or agents, or from the British naval officer in command of the station, two days previous notice) to receive on board any naval or other stores not exceeding ten tons weight, or fifteen tons of 40 cubic feet each in measurement, at any one time, in any one vessel; and to convey and deliver such small packages and stores at the lowest rate of freight charged by the contractors for private goods; immediate notice being given to the Postmaster General and the Lords Commissioners of the Admiralty of any alteration in such rate of freight. The contractors to be in all cases responsible for the custody and safe and speedy delivery of the packages and stores.

27. The Lords Commissioners of the Admiralty shall at any time during the continuance of the contract, if they shall consider it necessary for the public interest, have power and be at liberty to purchase any of the vessels at a valuation, or to charter the same exclusively for Her Majesty's service, at a rate of hire to be mutually fixed and agreed on by them and the contractors.

28. The Postmaster General to be authorised to delegate any of his powers to such persons as he may deem fit to exercise them.

29. The contractors to make any arrangements which may be required relative to quarantine.

30. Except where otherwise specified, none of the duties enumerated in the foregoing Conditions to give the contractors any claim to remuneration beyond the general subsidy.

31. Every sum of money forfeited by the contractors to be considered as stipulated or ascertained or liquidated damages, and to be payable whether any damage shall or shall not have been sustained by reason of the breach for which the penalty may be levied. The amount to be deducted by the Postmaster General out of any moneys then payable or which may thereafter become payable to the contractors; or, at his discretion, the payment thereof may be enforced, with full costs of suit.

32. The contract to continue in force until the expiration of a notice to be given in writing at any time by either party 24 calendar months previous to the expiration of the term agreed upon.

33. Subject to deductions for penalties or otherwise, payments to be made quarterly at the General Post Office out of moneys to be provided by Parliament.

34. All notices which the Postmaster General or any of his officers or agents are authorised to give, either to be delivered to the commander of any vessel of the contractors or to any officer or agent of the contractors in charge of any such vessel, or to be left at the office or last known place of business of the contractors.

35. The contractors not to assign, underlet, or dispose of the contract, or any part thereof, without the consent, in writing, of the Postmaster General.

36. In case of the breach of the 35th Condition, or in case of a great or habitual breach of the contract of any other kind, the Postmaster General to have power, and that without previous notice, to terminate the contract; such termination not to give the contractors any claim to compensation.

37. In pursuance of the provisions of the Act 22 Geo. 3, c. 45, no Member of the House of Commons to be admitted to any share of the contract, or to any benefit arising therefrom.

38. For the due fulfilment of the contract, the contractors to enter into a bond, with two responsible sureties, to be named in their tenders, in the penalty of 20,000 *l.* Such penalty to be considered and recoverable as liquidated damages.

39. Should any dispute arise respecting the interpretation of any part of the contract to be framed on the basis of these Conditions, the same to be settled by arbitration in the usual manner; and a submission to arbitration may be made a rule of court.

40. The contract will not be binding until it has been approved of by a Resolution of the House of Commons.

(C.)

Mr. *Alfred Holt* to the Post Office.

1, India Buildings, Liverpool,

24 July 1878.

Sir,

I FURTHER offer to convey Her Majesty's Mails on conditions marked "A," once each way in each alternate week, by steam vessels of adequate power, between the port of Bombay and the port of Shanghai, at an average speed of 11 knots per hour, for the sum of 151,500 *l.* per annum, if the contract be made for eight years certain.

And if the speed be reduced to 10 knots, I offer the same service for 136,500 *l.* per annum.

Both amounts subject to an abatement of 3,000 *l.*, as stipulated in paragraph 3 of tender, Form No. 7, for penalties being made conditional.

I am, &c.

(signed) *Alfred Holt.*

To the Secretary of the Post Office.

Enclosure 6, in No. 18.

Mr. Alfred Holt to the Post Office.

1, India Buildings, Liverpool,
24 July 1878.

Sir,
FOR your convenience, I submit the following tabular Statement of my Tenders sent at length herewith :—

No.	SERVICE.	Speed in Knots.	Full Amount.	With Abatement.
			£.	£.
1	Brindisi and Alexandria, and Suez and Bombay Ceylon, Straits, and China	12 11	454,000	446,000
2	Brindisi and Alexandria, and Suez and Bombay Ceylon, Straits, and China	11 10	384,000	376,000
3	Brindisi and Alexandria, and Suez and Bombay Bombay, Ceylon, Straits, and China	12 11	404,000	396,000
4	Brindisi and Alexandria, and Suez and Bombay Bombay, Ceylon, Straits, and China	12 10	389,000	381,000
5	Brindisi and Alexandria, and Suez and Bombay Bombay, Ceylon, Straits, and China	11 10	336,500	328,500
6	Aden and Ceylon, Straits and China	11	199,500	196,500
7	Aden and Ceylon, Straits and China	10	175,500	172,500
8	Bombay and Ceylon, Straits and China	11	151,500	148,500
9	Bombay and Ceylon, Straits and China	10	136,500	133,500
10	Brindisi and Alexandria	12	100,000	98,000
11	Straits and China with present fleet	No guarantee.	Gratis.	Gratis.

The Secretary of the Post Office.

I am, &c.
(signed) Alfred Holt.

Enclosure 7, in No. 18.

(7968—3502.)

The War Office to the Post Office.

Sir,

War Office, Pall Mall, 27 July 1878.

I AM directed to request that you will acquaint the Postmaster General that Secretary Colonel Stanley's attention has been called to the fact that the present Government contract for the conveyance of mails by the Peninsular and Oriental Company will terminate on the 31st January 1880, and that advertisements have been issued for tenders for the conveyance of the East India and China mails from and to Brindisi.

Colonel Stanley observes, that no mention is made of the heavy mails between Southampton, Gibraltar, Malta, and Egypt, and, therefore, it is presumed that this portion of the present contract will be given up, and the Brindisi portion only renewed, by which arrangement Gibraltar and Malta will be left without regular sea communication by British packet.

Apart from the political and financial aspects of the question, it appears to Colonel Stanley to be a serious matter, on military grounds, for the important possessions of this country in the Mediterranean to be deprived of the regular communication with this country which has existed for many years.

Under the proposed alteration of the contract, the Peninsular and Oriental Company would probably run vessels, perhaps, of an inferior description to the present mail steamers, at uncertain dates, according to the amount of traffic and season of the year, although they may not give up altogether their through communication between Southampton and the East. At the same time officers and their families travelling backwards and forwards between this country and India might be injuriously affected if they were compelled to proceed overland through Europe; and the privilege accorded to soldiers of sending their letters for 1*d.* might be curtailed.

Under these circumstances Colonel Stanley trusts that the Postmaster General will
cause

cause him to be informed of the proposed arrangements, before any contract has been entered into, in order that he may express an opinion upon them.

The Secretary, General Post Office.

I am, &c.
(signed) *Ralph Thompson.*

— No. 19. —

(106,080.)

The Post Office to Mr. *Alfred Holt.*

Sir,

General Post Office, 26 July 1878.

WITH reference to the several tenders which you have sent in, for the conveyance of the Eastern Mails after the termination of the existing contract, I am to request that you will acquaint me, for the information of the Postmaster General, by what particular vessels you propose to perform the service, in the event of its being entrusted to you:—

1st. If your tender for £. $\frac{454,000}{446,000}$ be accepted;

2ndly. If your tender for £. $\frac{336,500}{328,500}$ be accepted.

In your letter (B), which accompanied the tenders, you give a list of your present fleet, and state that the vessels are of about the speed of the present service.

But either of the services to which I have referred above would require to be performed by vessels of a greater rate of speed than the vessels now employed, and the Postmaster General feels it necessary therefore to ask for further information on this point.

Alfred Holt, Esq.,
India Buildings, Liverpool.

I am, &c.
(signed) *John Tilley.*

— No. 20. —

TELEGRAM.

From *Alfred Holt*, Liverpool, to *John Tilley*, Esq., General Post Office.

27 July 1878.

To save time I telegraph an answer to your letter of yesterday. I propose to build new vessels expressly adapted for the service.

— No. 21. —

Mr. *Alfred Holt* to the Post Office.

1, India Buildings, Liverpool,
27 July 1878.

Sir,
I BEG to acknowledge receipt of your letter of yesterday, numbered 106,080.

A telegram, of which copy is appended, was sent you in reply thereto this morning.

John Tilley, Esq.,
Secretary of the Post Office, London.

Yours, &c.
(signed) *Alfred Holt.*

COPY of TELEGRAM referred to.

From *Alfred Holt*, Liverpool, to *John Tilley*, Esq., General Post Office, London.

To save time I telegraph an answer to your letter of yesterday. I propose to build new vessels expressly adapted for the services.

— No. 22. —

(12,580—78.)

The Treasury to the India Office.

Sir,

Treasury Chambers, 30 July 1878.

* No. 18.
† No. 17.

I AM directed by the Lords Commissioners of Her Majesty's Treasury to transmit to you herewith a report* of the Postmaster General, dated the 29th instant, and likewise a letter† and its enclosures from the Postmaster General, and of the same date, all relative to the tenders for the Eastern Mail Service; and I am to request that in laying the same before the Secretary of State for India in Council, you will move his Lordship to favour my Lords at his earliest convenience with any observations he may have to make thereon.

I am to request that the papers sent herewith may be returned.

I am, &c.

Sir Louis Mallet, C.B.,
India Office.

(signed) *Charles W. Stronge*.

— No. 23. —

The India Office to the Treasury.

Sir,

India Office, 2 August 1878.

I AM directed by the Secretary of State for India in Council to acknowledge the receipt of Mr. Stronge's letter of the 30th ultimo (No. 12,580—78), forwarding, for his observations, a copy of two letters from the Postmaster General, with other papers respecting the Eastern Mail Service.

2. Viscount Cranbrook observes that there are two tenders from Messrs. George Smith & Son, of Glasgow, for the Mail Service between Brindisi and Bombay, either by the Canal route or by way of Alexandria and Suez, for which, if the rate of speed imposed were only 11 knots an hour, the subsidy demanded would be less than in the case of the one which the Postmaster General recommends for acceptance. It seems that the consideration of these tenders has been set aside, as not providing for "a complete service;" but I am to observe that, while it may be desirable, in Imperial interests, to have the whole of the Eastern Mail Service performed under one contract, Lord Cranbrook would be unable to agree that any portion of the addition to the subsidy which is rendered necessary by the extension of the service beyond Bombay, should be imposed on Indian Revenues.

3. Of the two tenders for the service to Bombay and to Shanghai, at a speed of 11 knots an hour, by way of Alexandria and Suez, for eight years, with absolute penalties, Lord Cranbrook notices that the subvention demanded by the Peninsular and Oriental Steam Navigation Company is 370,000 £. per annum, and that by Mr. Alfred Holt, of Liverpool, is 336,500 £., showing an annual saving, if the latter be accepted, as the Postmaster General recommends, of 33,500 £.

4. Lord Cranbrook cannot but feel great regret that the difference between the two tenders is, in the opinion of the Postmaster General, so large as to warrant the transfer of the contract to other hands, from those of the Peninsular and

and Oriental Steam Navigation Company, after the faithful manner in which the duties of the mail service have been performed by it for the long period of 40 years. The matter is, however, one in which the ultimate decision must rest with the Treasury; and if, after full consideration, their Lordships should consider it right to accept Mr. Holt's tender, the Secretary of State in Council will accept their decision.

5. In conclusion, I am desirous to forward a copy of a telegram dated the 30th of July, from the Government of India, objecting to the 14th Condition attached to the form of tender, as less liberal than the 26th paragraph of the existing contract. The Government of India does not state the number of officers now employed in the duties of sorting, &c., and the Secretary of State in Council is of opinion that it will be better to pay for the accommodation of the additional officers who may be required, leaving the expense for future adjustment between the Imperial and Indian Governments.

6. The original papers which accompanied your letter are herewith returned, and I have to request that a copy may be forwarded hereafter, in order that the correspondence may be communicated to the Government of India.

The Secretary of the Treasury. I have, &c.
(signed) *Louis Mallet.*

Enclosure in No. 23.

“ COPY of TELEGRAM from VICEROY, dated 30th July 1878.

“ CONDITION 14 of Mail tender restricts free passage of Mail Establishment both as to numbers and class in way inconsistent with requirements of the service.

“ Adherence to terms of existing contracts urged.”

— No. 24. —

(12,347—78.)

The Treasury to the Colonial Office.

Sir, Treasury Chambers, 3 August 1878.

I AM directed by the Lords Commissioners of Her Majesty's Treasury to transmit to you, in original, the following papers on the subject of the Eastern Mail Service, viz. :—

(1.) A letter, with its enclosures, of the 29th ultimo, from the Postmaster General, forwarding the tenders for the new mail contract, with his Lordship's observations thereon.

(2.) A letter of the same date and from the same, forwarding a memorial of London merchants and bankers on the subject.

(3.) A letter of the 2nd instant from Sir Louis Mallet, informing my Lords of the observations which the Secretary of State for India in Council has been pleased to make thereon.

And I am to request that in laying the same before Secretary Sir Michael Hicks Beach, you will move him to cause my Lords to be favoured at his earliest convenience with any observations he may have to make thereon.

I am to request that the papers transmitted herewith may be returned.

I am, &c.
R. G. W. Herbert, Esq., (signed) *Charles W. Stronge.*
Colonial Office.

— No. 25. —

The Colonial Office to the Treasury.

Sir,

Downing-street, 8 August 1878.

I AM directed by the Secretary of State for the Colonies to acknowledge the receipt of your letter of the 3rd instant, marked "Very pressing," on the subject of the Eastern Mail Service.

2. Mr. Holt's tenders for the performance of this service, and those of the Peninsular and Oriental Company, are the only ones practically open to consideration, and the Postmaster General states certain reasons for recommending that the service should be placed in the hands of Mr. Holt.

3. Sir Michael Hicks Beach would in any case view with regret the severance of the connection which has lasted for so many years between Her Majesty's Colonies and the Peninsular and Oriental Company which has carried the Eastern Mails with acknowledged efficiency, but on a careful review of the various offers he fails to see that any one of the proposals made by Mr. Holt is really preferable to one of those of the Company.

4. Of all the tenders sent in by either party, the tender made by the Peninsular and Oriental Company for an express service giving 14 knots between Brindisi and Alexandria, and 11 knots on the rest of the service for an annual charge of 410,000 *l.*, clearly offers the greatest advantages, and the payment asked for it would appear to be both absolutely and comparatively a reasonable one, while the non-acceptance of the system of absolute penalties by this Company (as to the principle of which there is much to be said on both sides) does not appear to Sir Michael Hicks Beach to be as great a drawback as it is held to be by the Post Office authorities.

5. The maintenance of a high rate of speed in the Mediterranean is especially, at the present time, of very great importance, and it is also most desirable to maintain a direct separate service between Suez and Ceylon, the Straits and China, which apparently would not be provided for except under the tender of the Peninsular and Oriental Company. The estimated loss of 28 hours between this country and China, under Mr. Holt's proposal (which would no doubt be practically much greater), would also be a serious evil, as the course of correspondence is, through the great distances to be traversed, exceedingly long even under the best arrangements.

6. Lastly, the Secretary of State for the Colonies would remind the Lords Commissioners that the Peninsular and Oriental Company's system supplies communications, not only with the East, but also with the Australian Colonies, and when their contract with the Australian Colonies terminates, there would be no guarantee that either Mr. Holt, or any other firm, would be ready or able to take it up; in which case these Colonies would again be exposed to the great inconvenience of an imperfect connection with Europe as well as with India, China, and the East.

7. These are the principal reasons for which Sir Michael Hicks Beach is strongly of opinion that the offer made by the Peninsular and Oriental Company of their express service is altogether the most favourable one; and he trusts that the Lords Commissioners of the Treasury will feel themselves able to arrive at the same conclusion, and to accept a tender which affords a greatly improved service with no less a reduction than 20,000 *l.* on the amount hitherto paid.

8. The enclosures which accompanied your letter are returned herewith.

I am, &c.

The Secretary to the Treasury.

(signed) *Robert G. W. Herbert.*

— No. 26. —

The Post Office to the Peninsular and Oriental Steam Navigation Company.

Sir,

General Post Office, 15 August 1878.

IN your second letter of the 25th ultimo, accompanying, and in explanation of the offer made by the Peninsular and Oriental Steam Navigation Company to undertake what you term an Express Mail Service between Brindisi and Alexandria, coupled with a service at a speed of 11 knots between Suez and Bombay, for the sum of 410,000 *l.* a year, or if the service between Suez and Shanghai be at a speed of 10½ knots only, for 400,000 *l.* a year, you state that the offer is made on the understanding that the penalties shall be non-absolute.

There is to be a meeting of a Committee of the Cabinet to-day at 3 p.m., and Mr. Page, the Assistant Secretary of this Department, is ordered to attend this meeting.

Mr. Page had some conversation with Mr. Bayley on the subject of the stipulation referred to in regard to penalties, and with reference to that conversation, I have to request that you will inform me, in case the question should be put to Mr. Page, whether the directors will reconsider the matter, and will agree to perform the service, subject to absolute penalties, for the sum of 410,000 *l.*, or 400,000 *l.* per annum, as the case may be.

A. M. Bethune, Esq.,
Peninsular and Oriental
Steam Navigation Company.

I am, &c.
(signed) *John Tilley.*

— No. 27. —

The Peninsular and Oriental Steam Navigation Company to the Post Office.

Peninsular and Oriental Steam Navigation Company,
Offices, 122, Leadenhall-street, E.C.,

15 August 1878.

Sir,

I HAVE the honour to acknowledge the receipt of your letter of this date, inquiring, with reference to the Company's offer to perform what is termed in my letter of the 25th ultimo an Express Mail Service, for the sum of 410,000 *l.*, or if the service between Suez and Shanghai be at 10½ knots, 400,000 *l.*, the penalties in either case to be non-absolute, whether the directors will reconsider the matter, and be willing to perform those services, subject to absolute penalties, for the same price of 410,000 *l.*, or 400,000 *l.*, as the case may be.

In reply, I am instructed to state that in the conversation mentioned in your letter between Mr. Page and Mr. Bayley, the understanding arrived at was, that the Company would be willing to perform either of the services mentioned under the condition of absolute penalties for the additional sum of 10,000 *l.* (ten thousand pounds), making the price in one case 420,000 *l.* (four hundred and twenty thousand pounds), and in the other 410,000 *l.* (four hundred and ten thousand pounds).

It is to be understood that the penalties are to be assessed, as proposed in our tender, on the basis of a through time between Brindisi and Bombay, and between Brindisi and Shanghai, and this offer I am now directed formally to submit.

I have only to add that the reason why the directors declined, in the first instance, to submit such a service as this to the operation of absolute penalties, was that in putting upon the line steamers of such exceptional power the intention and ability of the Company to perform the contract would be equally undoubted, save under such adverse circumstances as would make it seem hardly reasonable to inflict a penalty.

The Secretary of the
General Post Office.

I have, &c.
(signed) *A. M. Bethune,*
Secretary.

— No. 28. —

(14,348—78.)

TREASURY MINUTE, dated 23rd August 1878.

THE contract with the Peninsular and Oriental Steam Navigation Company for the conveyance of the India and China mails coming to an end on the 1st of February 1880, the Postmaster General in the early part of this year wrote to the Treasury on the subject of the arrangements necessary for effecting a new contract for the service. He stated that under the present contract services are maintained—

- (1.) Once a week from Southampton to Suez, *via* the Suez Canal.
In connection with this service there is one from Brindisi to Alexandria, and the two services join at Suez, forming a weekly service to Bombay.
- (2.) A fortnightly service to Point de Galle and Calcutta.
- (3.) A fortnightly service from Bombay to Point de Galle, forming then a junction with the packet from Suez, and going on to Hong Kong and Shanghai.
- (4.) A fortnightly service from Hong Kong to Yokohama—similar services being performed on the homeward voyages.

He proposed that in framing advertisements calling for tenders for carrying on the service after the expiration of the existing contract, no reference should be made to services between Southampton and Suez and Point de Galle and Calcutta, which his Lordship stated to be of comparatively little advantage to the public, and he suggested that tenders should be invited for services,—

- (1.) Weekly between Brindisi and Alexandria, and between Suez and Bombay, or weekly between Brindisi and Bombay through the Suez Canal.
- (2.) Fortnightly between Suez and Shanghai, or through the Suez Canal between Brindisi and Shanghai.
- (3.) Fortnightly between Hong Kong and Yokohama.

The packets to call at Aden on the voyage in each direction between Suez and Bombay or between Brindisi and Bombay, and at Aden, Point de Galle, Penang, Singapore, and Hong Kong on the voyage, in each direction between Suez and Shanghai or between Brindisi and Shanghai.

Other points were raised in Lord John Manners' letter as to rates of speed, and whether penalties, if levied, should be absolute, or allowance should be made for bad weather, &c. The Postmaster General's proposals were referred at once for the consideration of the Secretary of State for India in Council, who deemed it necessary to communicate with the India Government on the subject. The reply from the Government of India reached London in June last.

The Postmaster General's suggestions were likewise referred to the Secretary of State for the Colonies, with reference to such parts of the question as affected the postal communication with Ceylon, the Straits Settlements, and Hong Kong, and, indirectly, with the Australian Colonies.

Immediately on the receipt of the Indian Despatches, a conference was held at this office of representatives of the Treasury, the India, Colonial, and Post Offices, who went into the whole subject, and the result was, that on the 20th June my Lords authorised the Postmaster General to call for tenders from owners of vessels sailing under the British flag, for services once a week between Brindisi and Alexandria and Suez and Bombay, or between Brindisi and Bombay, through the Suez Canal, the packets in either case calling at Aden on their outward and homeward voyages, and they intimated that in their opinion a rate of speed throughout of 12 knots an hour (with an allowance of 48 hours on the homeward voyage during the prevalence of the south-west monsoon) should be demanded for such services; the parties tendering to state what abatement of subsidy they would be prepared to make if the rate of speed required on the route eastward of Suez should be reduced to 11½, 11, and 10 knots.

My Lords likewise authorised the Postmaster General to call for tenders from owners of vessels sailing under the British flag, for a service once a fortnight between Suez and Shanghai, calling on the voyage in each direction at Aden, Point de Galle (or Colombo, at the option of the Postmaster General), Penang, Singapore, and Hong Kong, with a service between Brindisi and Alexandria, or through the Canal and Suez, should not the China Service be undertaken by the parties holding the contract for the Indian Service.

The speed between Brindisi and Alexandria or Suez to be 12 knots an hour, and for the remainder of the service 11 knots (with a suitable allowance of extra time during the prevalence of the south-west and north-east monsoons). But so far as regards the service east of Suez, the parties tendering to be at liberty to state what abatement they would make in the amount of subsidy, if allowed to perform the service at a speed of $10\frac{1}{2}$, 10, or $9\frac{1}{2}$ knots.

With regard to the number of years for which the contracts should be made for these services, my Lords desire that parties tendering should be invited to state the amount of subsidy they would require in the event of the contract or contracts being made for five, six, seven, or eight years; absolute penalties to be required in the case of both services, but parties tendering to be at liberty to state what abatement they would make if penalties for excess of time on voyage should not be enforced, if arising from circumstances beyond control. My Lords did not deem it necessary that tenders should be called for a fortnightly service between Hong Kong and Yokohama, having reference to the fact that there is now existing a fortnightly packet service under contract with the French Government between those points, and that the most important portion of the correspondence between this country and Japan is conveyed *via* San Francisco.

Forms of tender for these services were accordingly prepared and approved of by my Lords, and the Postmaster General was requested by a letter from this Board of the 26th of June, when issuing a notice calling for tenders, to require that all tenders for the services in question should be sent in to the Post Office by the 25th of July.

On the 29th July the Postmaster General forwarded to the Treasury the tenders which had been received for the conveyance of the India and China mails.

These tenders are as follows:—

(1.) A tender from the Sun Shipping Company at Liverpool, for a service between Suez and Bombay fortnightly.

(2.) Tenders from Messrs. Geo. Smith & Son, of Glasgow, for services weekly.

(a.) Between Brindisi and Bombay by the Suez Canal.

(b.) Between Brindisi and Alexandria and between Suez and Bombay.

(3.) Several tenders from the Peninsular and Oriental Steam Navigation Company for services varying in extent and in the rate of speed offered.*

(4.) Several tenders from Mr. Alfred Holt, of Liverpool, varying in like manner in extent and the rates of speed offered.*

The Postmaster General observes that Nos. 1 and 2 may be set aside, as they do not provide a complete service. His Lordship, after remarking that for what the Peninsular and Oriental Company term an "Express" service (14 knots an hour in the Mediterranean, and 11 knots to Bombay and Shanghai) equal to $11\frac{1}{2}$ knots an hour throughout between Brindisi, Alexandria, and Suez and Bombay, and 11 knots an hour between Suez and Shanghai, the sum demanded by the Company, 410,000 *l.* a year, is lower than 446,000 *l.* a year demanded by Mr. Holt, for a service at 12 knots an hour between Brindisi and Alexandria, and Suez and Bombay, and 11 knots between Suez and China, proceeds to recommend that favourable consideration should be given to a tender made by Mr. Holt, wherein that gentleman undertakes to convey the mails at 11 knots an hour between Brindisi and Bombay, and 10 knots an hour between Bombay and Shanghai, for the sum of 336,500 *l.*, with absolute penalties.

Lord John Manners observes that the tender of the Peninsular and Oriental Steam

* For Tabular Statement of these Tenders, see Appendix to this Minute.

Steam Navigation Company, which may best be compared with that of Mr. Holt, above adverted to, is one which provides for a speed of $10\frac{1}{2}$ knots instead of 10 knots offered by Mr. Holt on the line from Suez to Shanghai. Against this gain of speed (and a complete service from Suez to Ceylon and China) there is as a set-off an increase of cost 33,500 *l.* a year, their offer being 370,000 *l.* against Mr. Holt's offer of 336,500 *l.* a year.*

The Postmaster General's letter, together with the tenders themselves, having been referred for the consideration of the Secretary of State for India in Council, Lord Cranbrook in reply, whilst expressing his regret that the difference between the two tenders to which Lord John Manners specially calls attention, viz., the one from Mr. Holt for a subsidy of 336,500 *l.*, and the other from the Peninsular and Oriental Company for 370,000 *l.*, is, "in the opinion of the Postmaster General so large as to warrant the transfer of the contract to other hands than those of the Peninsular and Oriental Steam Navigation Company, after the faithful manner in which the duties of the mail service have been performed by it for the long period of 40 years," remarks, "that the matter is one in which the ultimate decision must rest with the Treasury," and he states that "if, after full consideration, their Lordships consider it right to accept Mr. Holt's tender," he "will accept their decision."

It may be here observed, that the rate of speed offered between Brindisi and Alexandria, and Suez and Bombay, is the same in both tenders, viz., 11 knots an hour.

The Papers were also referred for the consideration of the Secretary of State for the Colonies. Sir Michael Hicks Beach, in answer, expressed himself very strongly in favour of the "Express" service offered by the Peninsular and Oriental Company, of 14 knots an hour in the Mediterranean, and 11 knots an hour eastward of Suez. He deprecated the sending the Colonial and China Mails round by Bombay, involving considerable loss of time in their transmission, and he reminded their Lordships that the Peninsular and Oriental Company's system "supplies communication not only with the East, but also with the Australian Colonies, and that when their contract with the Australian Colonies terminates there would be no guarantee that either Mr. Holt or any other firm would be ready or able to take it up, in which case these Colonies would be again exposed to the great inconvenience of an imperfect connection with Europe as well as with India, China, and the East."

The question being now ripe for consideration, the Chancellor of the Exchequer, on the part of my Lords, having reference to the great importance of the services to be maintained, and to the differences of opinion entertained with respect to the tenders which should be accepted for the performance of such services, thought it advisable that the whole matter should be referred to a Committee of the Cabinet, consisting of the Secretaries of State for India, War, and the Colonies, the First Lord of the Admiralty, the Postmaster General, and himself.

The Committee, having carefully considered each tender, came to the conclusion that the tender of the Peninsular and Oriental Steam Navigation Company, for a service once a week between Brindisi and Alexandria, and Suez and Bombay, at a speed of 11 knots an hour, and one between Suez and Shanghai once a fortnight, at $10\frac{1}{2}$ knots an hour, with absolute penalties, for a subsidy of 37,000 *l.* a year, was on the whole the tender which, in the interest of the public, it was desirable should be accepted.

The advantages as to speed in the conveyance of the mails which the "Express" service offered by the Peninsular and Oriental Company would give over the times provided in the tender which it is proposed should be accepted, would be only 16 hours less between Brindisi and Bombay, 30 between Brindisi and Ceylon, and 48 between Brindisi and Shanghai, whilst the cost, with absolute penalties, would be 50,000 *l.* a year more.

A comparison

* A tender from Mr. Holt, which might more fairly be compared with that of the Peninsular and Oriental Company here referred to, is one for a service between Brindisi and Alexandria and Suez and Bombay at a speed of 11 knots an hour (the same as that provided in the tender of the Peninsular and Oriental Company), and between Suez, Ceylon, and China, at a speed of 10 knots an hour (half a knot less than that provided by the Company's tender), for a subsidy of 384,000 *l.* a year, being 14,000 *l.* a year in excess of the Company's tender.

A comparison between Mr. Holt's tender to perform the services in question, for a subsidy of 336,500 *l.*, and that of the Peninsular and Oriental Company above referred to, shows marked differences in favour of the tender of the Company.

As regards the services between Brindisi and Alexandria, and Suez and Bombay, there is no difference between the two tenders with respect to the time to be occupied in carrying out such services; but with respect to the Colonial and China mails, Mr. Holt proposes to convey them by way of Bombay at a rate of speed of only 10 knots an hour from Bombay, whilst the Peninsular and Oriental Company will give a complete service from Suez direct to Ceylon, the Straits and China, at a rate of speed of $10\frac{1}{2}$ knots an hour.

Under Mr. Holt's tender, the time which would be occupied in the conveyance of the mails between Brindisi and Ceylon would be 478 hours, whilst under the Peninsular and Oriental Company's tender the time required would be only 433 hours, a saving of time of 45 hours, almost equal to two days.

Again, Mr. Holt requires 673 hours for the carriage of the mails between Brindisi and Singapore, whilst the Peninsular and Oriental Company only require 621 hours, a saving equal to two days four hours. And lastly, as regards the mails to and from Shanghai, against Mr. Holt's 952 hours, the Peninsular and Oriental Company only require 889 hours for the service, or two days 15 hours less.*

At present the mails to and from Victoria, Tasmania, and the other Australian Colonies to the westward of Melbourne, are carried once a month between this country and Point de Galle by the Peninsular and Oriental packets employed on the China mail service, and the mails to and from Queensland are likewise carried by the same packets between this country and Singapore; Victoria providing for the packet service between Ceylon and Melbourne under a contract which the Colony has with the Peninsular and Oriental Company, and which will expire at the same time as the Imperial Government contract which the Company now holds, and Queensland providing for her mail service between Singapore and the Colony.

There can be little doubt that if any arrangement, such as that now in existence, is made for the carriage of the Australian mails after the termination of the present contract, the Colonies would object to such mails being carried round by Bombay, the more so as the time which would be occupied under Mr. Holt's tender between Brindisi and Point de Galle would be 478 hours, against 472, the present time. The great saving of time in the conveyance of their mails which would be effected under the Peninsular and Oriental Company's tender, would certainly be of material advantage to the correspondence of the Colonies concerned, and would tend to facilitate satisfactory arrangements with them when the proper time arrives.

Having reference to the above observations, my Lords are of opinion that the tender should be accepted which the Peninsular and Oriental Steam Navigation Company has made for a service once a week between Brindisi and Alexandria, and Suez and Bombay, and *vice versa*, at a rate of speed of 11 knots an hour, and for a service once a fortnight between Suez and Shanghai, and *vice versa*, at a rate of speed of $10\frac{1}{2}$ knots, for a subsidy of 370,000 *l.* a year. The contract to be for eight years, terminable on 24 months' notice.

The penalties to be absolute; but the subsidy may be reduced by 10,000 *l.* a year in the event of the penalties not being made absolute.

The advantage of accepting the tender of the Peninsular and Oriental Company over that of Mr. Holt may be summarised as follows:—

In the first place, the company give a direct service from Suez to Ceylon and China, whilst under Mr. Holt's tender, the Colonial and China mails, and those for the Australian Colonies, would be carried round by Bombay.

In the second place, the advantage in regard to the time which will be occupied in the conveyance of such mails is manifestly in favour of the Peninsular

* There is a slight discrepancy between the number of hours given in this Minute and the number of hours provided in the contract. Owing to the shorter stoppages on the route than were anticipated, it has been found possible to reduce the number of hours to be occupied in the conveyance of the mails from Brindisi to Shanghai to 875 hours.

Peninsular and Oriental tender as against that of Mr. Holt. The difference of time in favour of the company's tender being,—

Between Brindisi and Ceylon	-	-	-	45 hours.
„ and Singapore	-	-	-	52 „
„ and Shanghai	-	-	-	63 „

Transmit copy of the above Minute to the Postmaster General, for his Lordship's information, and at the same time request he will communicate their Lordships' decision to the respective parties who tendered for the services in question.

Transmit copy of this Minute to Sir Louis Mallet, for the information of the Secretary of State for India in Council, with reference to the correspondence which has recently taken place with regard to a new contract being entered into for the conveyance of the India and China mails on the termination of the present contract.

Write in similar terms to Mr. Herbert forwarding to him copy of the Minute for the information of Sir Michael Hicks Beach.*

* *Note.*—The letters to the Colonial, India, and Post Offices were dated the 26th August.

APPENDIX.

PENINSULAR AND ORIENTAL COMPANY.—TABULAR STATEMENT.

No.	SERVICE.	Speed in Knots.	Full Amount.	With Abatement.	Time to Bombay.	Time to Ceylon.	Time to Singapore.	Time to Shanghai.
			£.	£.	Hours.	Hours.	Hours.	Hours.
1	{ Brindisi and Alexandria Suez and Bombay - Suez and Shanghai -	{ 14 11 11 }	420,000	410,000	363	403	583	841
2	{ Brindisi and Alexandria Suez and Bombay - Suez and Shanghai -	{ 14 11 10½ }	410,000	400,000	363	417	605	873
3	{ Brindisi and Alexandria Suez and Bombay - Suez and Shanghai -	{ 11 11 11 }	380,000	370,000	379	419	599	857
4	{ Brindisi and Alexandria Suez and Bombay - Suez and Shanghai -	{ 11 11 10½ }	370,000	360,000	379	433	621	889

MR. HOLT.—TABULAR STATEMENT.

No.	SERVICE.	Speed in Knots.	Full Amount.	With Abatement.	Time to Bombay.	Time to Ceylon.	Time to Singapore.	Time to Shanghai.
			£.	£.	Hours.	Hours.	Hours.	Hours.
1	Brindisi and Alexandria, and Suez and Bombay.	12	454,000	446,000	351	413	593	851
	Ceylon, Straits and China - -	11						
2	Brindisi and Alexandria, and Suez and Bombay.	11	384,000	376,000	379	450	645	924
	Ceylon, Straits and China - -	10						
3	Brindisi and Alexandria, and Suez and Bombay.	12	404,000	396,000	351	442	622	880
	Bombay, Ceylon, Straits and China	11						
4	Brindisi and Alexandria, and Suez and Bombay.	12	389,000	381,000	351	450	645	924
	Bombay, Ceylon, Straits and China	10						
5	Brindisi and Alexandria, and Suez and Bombay.	11	396,500	328,500	379	478	673	952
	Bombay, Ceylon, Straits and China	10						

— No. 29. —

(No. 106,080.)

The Post Office to the Peninsular and Oriental Steam Navigation Company.

Sir,

General Post Office, 27 August 1878.

I AM directed by the Postmaster General to inform you that he is authorised by the Lords Commissioners of Her Majesty's Treasury to accept the tender of the Peninsular and Oriental Steam Navigation Company for a service, once each way in each week, between Brindisi and Alexandria, and Suez and Bombay, at an average speed of 11 knots an hour; and for a service, once each way in each alternate week, between Suez and Shanghai, at an average speed of $10\frac{1}{2}$ knots an hour, for a subsidy of 370,000 *l.* a year.

The contract to be for eight years, terminable on 24 calendar months' notice.

The penalties to be absolute, but the subsidy to be reduced by 10,000 *l.* a year in the event of the penalties not being made absolute.

I am at the same time to state that, since the conditions of tender were framed, the Indian Government has suggested an alteration in the terms of the 14th Condition, respecting the accommodation to be provided for the officers sorting mails on board the packets between Suez and Bombay; the accommodation demanded, both as to numbers and class, being inconsistent with the requirements of the postal service.

To meet the wishes of the Indian Government in this matter, the Postmaster General will be glad to know whether the Directors of the Peninsular and Oriental Company are willing to substitute, for Condition 14 of their tender, the stipulations, as to accommodation of sorting officers, which at present exist under their contract of the 1st August 1874.

I am, &c.

(signed) *A. Benthall.*

A. M. Bethune, Esq.,
Peninsular and Oriental Steam Navigation
Company.

— No. 30. —

(No. 106,080.)

The Post Office to Mr. *Alfred Holt*.

Sir,

General Post Office, 27 August 1878.

THE Postmaster General having communicated with the Treasury respecting the result of the advertisement issued by this Department for tenders for conveying Her Majesty's mails between the United Kingdom and the East Indies and China, I am directed to inform you that his Lordship does not accept either of your tenders.

I am, &c.

(signed) *A. Benthall.*

Alfred Holt, Esq.,
1, India Buildings, Liverpool.

— No. 31. —

(No. 106,080.)

The Post Office to Messrs. *George Smith & Sons*.

Gentlemen,

General Post Office, 27 August 1878.

THE Postmaster General having communicated with the Treasury respecting the result of the advertisement issued by this Department for tenders for conveying Her Majesty's mails between the United Kingdom and the East Indies and China, I am directed to inform you that his Lordship does not accept either of your tenders.

I am, &c.

(signed) *A. Benthall.*

Messrs. George Smith & Sons,
101, St. Vincent-street, Glasgow.

— No. 32. —

(No. 106,080.)

The Post Office to the Sun Shipping Company.

Gentlemen,

General Post Office, 27 August 1878.

THE Postmaster General having communicated with the Treasury respecting the result of the advertisement issued by this Department for tenders for conveying Her Majesty's mails between the United Kingdom and the East Indies and China, I am directed to inform you that his Lordship does not accept your tender on behalf of the Sun Shipping Company.

I am, &c.

(signed) *A. Benthall.*

Messrs. Alexander & Radcliffe,
The Sun Shipping Company,
8B, Liverpool and London Chambers,
Exchange, Liverpool.

— No. 33. —

The Peninsular and Oriental Steam Navigation Company to the Post Office.

Peninsular and Oriental Steam Navigation Company,
Offices, 122, Leadenhall-street, E.C.,

Sir,

28 August 1878.

I HAVE the honour, by order of the Directors, to acknowledge the receipt of your letter, dated yesterday (No. 106,080), informing them that the Postmaster General is authorised by the Lords Commissioners of Her Majesty's Treasury to accept the tender of this Company for a service once each way, in each week, between Brindisi and Alexandria and Suez and Bombay, at an average speed of 11 knots an hour; and for a service once each way, in each alternate week, between Suez and Shanghai, at an average speed of 10½ knots an hour for a subsidy of 370,000 *l.* a year; the contract to be for eight years, terminable on 24 calendar months' notice; the penalties to be absolute, but the subsidy to be reduced by 10,000 *l.* a year in the event of the penalties not being made absolute.

Your letter further states, that since the conditions of tender were framed the Indian Government has suggested an alteration in the terms of the 14th Condition respecting the accommodation to be provided for the officers sorting mails on board the packets between Suez and Bombay, and inquires whether the Directors are willing to substitute for this condition the stipulations as to accommodation of sorting officers which at present exist under the contract of 1st August 1874.

In reply, I am desired to request that you will inform the Postmaster General that the Directors are willing to meet the wishes of the Indian Government in this matter, and that the clauses respecting the accommodation, &c. of sorting officers can therefore be similarly framed to those in the existing contract.

I am, &c.

(signed) *A. M. Bethune,*
Secretary.

The Secretary, General Post Office.

— No. 34. —

Mr. *Alfred Holt* to the Post Office.

1, India Buildings, Liverpool,
29 August 1878.

Sir,

I HAVE to thank you for your communication of the 27th, informing my tenders for the Eastern Mail Services are not accepted.

As a member of the outside public of shipowners who have to suffer from a subsidised competitor, may I ask, that the somewhat unreasonable stoppages heretofore allowed to the mail boats at Hong Kong, Singapore, Galle, and Suez, apparently

apparently merely to enable their owners to oppose ordinary cargo boats, may be henceforth curtailed to the actual postal requirement, and not allowed to exceed them.

I take this opportunity of urging this request, knowing, from the conditions of the contract, that at the present moment the duration of those stoppages may be fixed by you, and that to shorten them, as I ask, is as much in the interests of the postal requirements of the public as in those of the body I assume to represent.

And I further urge it on the ground that my rejected tenders, by abandoning stoppages for cargo altogether, gave to the Post Office an opportunity to put an end to a system which delayed the mails, and, to my knowledge, inflicted grievous injustice on outside shipowners also.

To the Postmaster General.

I am, &c.
(signed) *Alfred Holt.*

— No. 35. —

The Post Office to the Treasury.

My Lords,

General Post Office, 31 August 1878.

I HAVE the honour to return the letter from the India Office, which your Lordships referred to me on the 24th instant, on the subject of the Eastern Mail Service.

The letter encloses copy of a note from the Director General of the Post Office of India, in which he objects to the 14th Condition attached to the forms of tender for the mail service between Suez and Bombay, so far as concerns the accommodation to be provided for the officers of the Indian Post Office employed in sorting the Indian Mails.

The condition referred to requires that the contractors shall, without charge, provide proper accommodation and mess on board every packet between Suez and Bombay for an officer and an assistant; the officer to be victualled and otherwise treated as a chief-cabin passenger, and the assistant as a fore-cabin passenger.

Mr. Monteath states that the Indian Post Office now employs two European officers, both as chief-cabin passengers, and may probably require three; and he points out that the status of the European assistants is such that none of them would accept second-class accommodation.

It is suggested, therefore, that, if there be yet time, the conditions of the proposed contract should be modified so as to provide for such sorting establishment as may be required.

In order to meet the wishes of Her Majesty's Secretary of State for India, I have communicated on this subject with the Peninsular and Oriental Steam Navigation Company, whose tender has been accepted, and I am glad to say that they are willing to substitute for Condition 14 of their tender, clauses respecting the accommodation of sorting officers similar to those in their existing contract.

The Lords Commissioners of
Her Majesty's Treasury.

I have, &c.
(signed) *John Manners.*

Enclosure in No. 35.

(13,982—78.)

Sir,

India Office, 23 August 1878.

WITH reference to the fifth paragraph of my letter, dated the 2nd instant, relating to the tenders for the Eastern Mail Service, I am directed by the Secretary of State for India to forward, for the information of the Lords Commissioners of Her Majesty's Treasury, copy of a "note" which has been received from the Government of India by the last

mail, in which the Director General of the Post Office of India explains more fully the objection taken in the telegraphic message from the Viceroy of India, dated the 22nd of July last, to the 14th Condition attached to the form of tender.

2. I am to suggest that if it be not too late the Postmaster General be consulted as to the possibility of modifying the proposed contract in the manner desired by the authorities in India.

To the Secretary, Treasury Chambers.

I have, &c.
(signed) *Louis Mallet.*

NOTE.

In explanation of the above, I beg to state that the present contract gives the Post Office the right of free passage for such establishment as may be required for sorting the mails.

We formerly had three European officers (all chief-cabin passengers) besides two native packers; we have recently reduced this to two European officers (both chief-cabin passengers), besides two native packers. If the speed is increased, the duration of the passage will be less, and the time available shorter, so we may have to go back to three officers. And even apart from this, the conditions of the tender do not meet even present requirements. Our European assistants would not accept second-class accommodation; every one of them would resign if that were made a condition; and considering the status of the men, which is fully equal to that of officers of the ship, every officer of the ship (except engineers who have a separate mess) dines in the saloon, and our assistant mail officers are fully equal to the ship officers in social status and official responsibility.

I cannot think how the London Post Office came to alter existing conditions without previous consultation with India, and I think the matter is one which should be made the subject of immediate remonstrance by telegraph.

(signed) *A. M. Monteath,*
Director General of the Post Office of India.

— No. 36. —

(No. 424 D.)

The Post Office to Mr. *Alfred Holt.*

Sir,

General Post Office, 4 September 1878.

THE Postmaster General directs me to acknowledge the receipt of your letter of the 29th ultimo, and to inform you that, in the new contract for the Eastern Mail Service, the question of stoppages will not be lost sight of, and that the advantages which you point out, of reducing them as far as possible, are fully appreciated.

Alfred Holt, Esq.,
1, India Buildings, Liverpool.

I am, &c.
(signed) *A. Benthall.*

— No. 37. —

The Colonial Office to the Treasury.

Sir,

Downing-street, 5 September 1878.

I AM directed by the Secretary of State for the Colonies to acknowledge the receipt of your letter 14,048 of the 26th of August,* and I am to request that you will state to the Lords Commissioners of the Treasury that Sir Michael Hicks Beach learned the decision of their Lordships to accept the tender of the Peninsular and Oriental Company for the conveyance of the Eastern mails with much satisfaction.

The Secretary to the Treasury.

I am, &c.
(signed) *R. H. Meade.*

* Forwarding copy of Treasury Minute, dated 23 August 1878, No. 28.

— No. 38. —

The India Office to the Treasury.

Sir,

India Office, 20 September 1878.

I AM directed by the Secretary of State for India in Council to acknowledge the receipt of your letter of the 26th ultimo, enclosing a Minute of the Treasury Board on the subject of the new contract for the conveyance of the India and China mails.

It appears from this document that the Lords Commissioners of Her Majesty's Treasury have determined to accept the tender of the Peninsular and Oriental Steam Navigation Company, for a service once a week between Brindisi and Alexandria, and Suez and Bombay, and *vice versa*, at a rate of speed of 11 knots an hour, and for a service once a fortnight between Suez and Shanghai, and *vice versa*, at a rate of speed of 10½ knots, for a subsidy of 370,000 *l.* a year, rather than the tender, recommended by the Postmaster General, which was made by Mr. Alfred Holt, for the same rate of speed on the route to Bombay, combined with a service from Bombay to China at the rate of 10 knots an hour, for a subsidy of 336,500 *l.* per annum.

The reasons which have led the Treasury to give the preference to the former are stated to be that a direct service is thereby obtained from Suez to Ceylon and China, and that there is a material saving of time in the conveyance of the mails between Brindisi and Ceylon, Singapore, and Shanghai.

The only observation which the Secretary of State in Council considers it necessary to make in reply is, that, as was intimated in my letter of the 2nd of August with regard to the preference given to the tender of Mr. Holt over that of Messrs. Smith & Son, he would be unable to agree that Indian revenues should bear any portion of the expense which may be incurred beyond that which would have resulted from the acceptance of the lowest tender made by a responsible firm for the performance of the Indian portion of the service at the same rate of postage.

The Secretary of the Treasury.

I have, &c.
(signed) *Louis Mallet.*

— No. 39. —

(15,382.)

The Treasury to the Post Office.

My Lord,

Treasury Chambers, 28 September 1878.

I AM directed by the Lords Commissioners of Her Majesty's Treasury to transmit to you herewith, for any observations your Lordship may have to make thereon, a copy of a letter, dated the 20th instant, which my Lords have received from the India Office, on the subject of the amount of expense to be borne by the Indian revenues, under the new contract for the conveyance of the India and China mails.

The Postmaster General.

I am, &c.
(signed) *Charles W. Stronge.*

— No. 40. —

(520 D.)

The Post Office to the Peninsular and Oriental Steam Navigation Company.

Sir,

General Post Office, 1 November 1878.

WITH reference to the tender made by the Peninsular and Oriental Steam Navigation Company for the conveyance of the India and China mails from the 1st February 1880, and which tender has been accepted by the Postmaster General, I request you will have the goodness to submit, for the approval of the directors, the accompanying draft contract which has been prepared by the solicitor of this department.

A. M. Bethune, Esq.,
Peninsular and Oriental Steam Navigation
Company.

I am, &c.
(signed) *Wm. Jas. Page.*

— No. 41. —

Peninsular and Oriental Steam Navigation Company to the Post Office.

Peninsular and Oriental Steam Navigation Company,
Offices, 122, Leadenhall-street, E.C.,

Sir,

27 January 1879.

I HAVE the honour to return herewith draft contract for the India and China mail service, based on the company's tender of 25th July last, accepted by your letter of 27th August, and am instructed to state that the directors approve the draft, and are prepared to execute a contract in terms thereof.

The Secretary of the General Post Office.

I am, &c.
(signed) *H. Hill*,
Assistant Secretary.

— No. 42. —

The Post Office to the Treasury.

My Lords,

General Post Office, 29 January 1879.

I HAVE the honour to acquaint your Lordships that, in accordance with the instructions contained in your letter of the 26th August last, the tender of the Peninsular and Oriental Steam Navigation Company was accepted for the conveyance of the India and China mails after the termination of the present contract, and I transmit, herewith, for your approval, a draft contract which has been prepared by the solicitor of this department.

Your Lordships will observe that under Clause 50, power has been taken that at any time before the 1st February 1880, the date at which the contract is to commence, the Postmaster General may elect to pay a subsidy, after the rate of 360,000 £. per annum only, instead of 370,000 £. per annum, in which case it is provided that the deductions for excess of time on the voyage shall not be absolute, but conditional.

The Lords Commissioners of
Her Majesty's Treasury.

I have, &c.
(signed) *John Manners*.

— No. 43. —

(1834—79.)

The Treasury to the Post Office.

My Lord,

Treasury Chambers, 1 February 1879.

I AM commanded by the Lords Commissioners of Her Majesty's Treasury to signify to you their Lordships' approval of the draft of the proposed new contract with the Peninsular and Oriental Steam Navigation Company, for the conveyance of the India and China mails, which accompanied your Lordship's letter of the 29th ultimo.

The Postmaster General.

I am, &c.
(signed) *William Law*.

— No. 44. —

The Post Office to the Treasury.

My Lords,

General Post Office, 11 February 1879.

I HAVE the honour to transmit to you, to be laid before Parliament, in accordance with the Standing Regulations, a copy of the contract which, under the authority given to me by your Lordships' letter of the 26th August last, I have entered into with the Peninsular and Oriental Steam Navigation Company for the conveyance of the East India and China mails.

I request that your Lordships will be pleased to communicate to me the date on which this contract receives the approval of the House of Commons.

The Lords Commissioners of
Her Majesty's Treasury.

I have, &c.
(signed) *John Manners.*

[*Note.*—The contract has been already presented to Parliament, with a Treasury Minute thereon. See Parliamentary Paper, No. 30, of 1879.]

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71
PENINSULAR AND ORIENTAL STEAM NAVIGATION COMPANY.

RETURN to an Order of the Honourable The House of Commons,
dated 13 February 1879 ;—for,

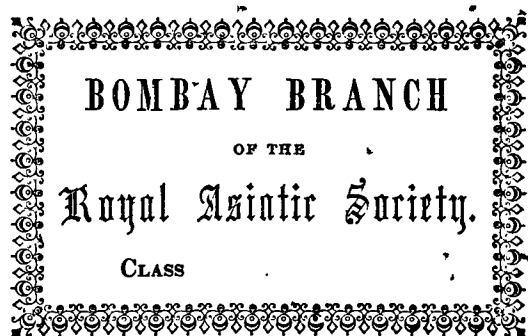
COPY “of CONTRACT dated the 7th day of February 1879, entered into with
the PENINSULAR and ORIENTAL STEAM NAVIGATION COMPANY, for the
Conveyance of the MAILS between this Country and *India* and *China* ;
together with COPY of a TREASURY MINUTE, dated the 12th day of
February 1879, thereon.”

Treasury Chambers, }
13 February 1879. }

HENRY SELWIN-IBBETSON.

(*Sir Henry Selwin-Ibbetson.*)

Ordered, by The House of Commons, to be Printed,
13 February 1879.



Peninsular and Oriental Steam Navigation Company.

Contract of 7th February 1879.

EAST INDIA AND CHINA MAILS.

Articles of Agreement under Seal made and entered into this Seventh day of February 1879 between the Right Honourable John James Robert Manners (commonly called Lord John Manners) Her Majesty's Postmaster General for the time being on behalf of Her Majesty (the said Lord John Manners and his successors Her Majesty's Postmasters General for the time being being hereinafter included in the term the Postmaster General) of the one part and the Peninsular and Oriental Steam Navigation Company (hereinafter called the Company) of the other part. These presents witness that Her Majesty's Postmaster General for himself and his successors Her Majesty's Postmasters General for the time being (as to the covenants agreements and stipulations hereinafter contained on his and their parts) doth hereby covenant and agree with the Company and their successors and the Company for themselves their successors and assigns (as to the covenants agreements and stipulations hereinafter contained on their part) do hereby covenant and agree with the Postmaster General and his successors Her Majesty's Postmasters General for the time being in manner following (that is to say) :—

1. For all the purposes of these presents the term "mails" "Mails" defined. shall be understood to comprehend all boxes bags or packets of letters newspapers books or printed papers and all other articles which under the regulations of the Post Office for the time being are transmissible by the post without regard either to the place to which they may be addressed or to that in which they may have originated and all empty bags empty boxes and other stores and articles used or to be used in carrying on the Post Office service which shall be sent by or to or from the Post Offices in any country or place to or from which mails are to be conveyed in pursuance of this Agreement.

2. The Company will at all times during the continuance of this Agreement convey on the several routes and between the several places specified in the Schedule hereunder written and at an average rate of speed of 11 knots per hour between Brindisi and Alexandria and between Suez and Bombay and at an average rate of speed of $10\frac{1}{2}$ knots per hour between Suez and Shanghai all mails which the Postmaster General or any of his officers or agents shall from time to time and at any time or times require to be conveyed in either direction between

Company to convey mails.

4 CONTRACT FOR THE CONVEYANCE OF

Brindisi and Bombay or between Brindisi and Shanghai and generally between any of the ports or places mentioned in the said Schedule by means of vessels of the Company plying between Brindisi and Alexandria and between Suez and Bombay and between Suez and Shanghai in connection with the land conveyance of mails through Egypt.

Company to provide vessels.

3. The Company will at all times during the continuance of this Agreement or so long as the whole or any part of the services hereby agreed to be performed ought to be performed in pursuance thereof provide keep seaworthy and in complete repair and readiness to the satisfaction of the Postmaster General for the purpose of conveying as hereinafter provided all mails which the Postmaster General or any of his officers or agents shall from time to time and at any time require to be conveyed as herein provided a sufficient number of good substantial and efficient steam vessels of adequate power and speed and supplied with first-rate appropriate steam engines and in all respects suited to the performance of the services herein agreed to be performed within the respective times herein stipulated.

Also small steamer at Bombay.

4. The Company shall land and embark at Bombay all mails conveyed or intended to be conveyed by them in pursuance of this Agreement by means of a small steam vessel and accordingly the Company shall in addition to the vessels hereinbefore mentioned provide at Bombay a small steam vessel hereinafter called the Bombay subsidiary steamer which shall be so constructed as to be able at all states of the tide to land and embark the mails at Bombay and shall at all times keep such vessel in complete repair and ready for landing and embarking the mails accordingly.

To land and embark mails at their own cost.

5. The Company shall at their own costs land and embark all mails conveyed or intended to be conveyed by them in pursuance of this Agreement at all ports or places at which such mails are to be landed or embarked and shall accordingly at their own costs provide suitable means for landing and embarking the mails at all such ports or places.

Equipment and manning of vessels.

6. The vessels to be provided under this Agreement shall be always furnished with all necessary and proper tackle stores lamps oil tallow fuel provisions machinery engines anchors cables boats fire-pumps and all other proper and requisite means for extinguishing fire lightning conductors charts chronometers proper nautical instruments and all other furniture and apparel and whatsoever else may be requisite and necessary for equipping the said vessels and rendering them constantly efficient for the said services and shall be manned with legally qualified and competent officers with appropriate certificates granted pursuant to the Act or Acts in force for the time being relative to the granting certificates to officers in the Merchant Service and also with competent engineers and a sufficient crew of able seamen and other men and with a competent surgeon to be subject to the approval of the Postmaster General.

7. If

7. If the Postmaster General shall consider any of the Company's vessels unfit for the conveyance of mails he may by writing under his hand or under the hand of one of the Secretaries or Assistant Secretaries of the Post Office require the Company to show cause why such vessel should not be withdrawn from the service and unless within six weeks after such requisition the Company shall show cause to the contrary to the satisfaction of the Postmaster General he may at any time after the expiration of the said period of six weeks by writing under his hand or under the hand of one of the Secretaries or Assistant Secretaries of the Post Office declare such vessel to be unfit for the conveyance of mails and after such declaration shall have been made it shall not be lawful for the Company to employ such vessel in the performance of this Agreement and in order to determine whether the Postmaster General shall be justified in declaring any vessel unfit for the conveyance of mails or whether the Company shall be able to show cause to the contrary a special examination shall be made of the hull and machinery of any such vessel by such person or persons as may be selected for that purpose by the Postmaster General.

Power to declare vessel unfit.

8. The equipments officers engineers and crew of each vessel when such vessel is in any British Port shall be subject at all times to the inspection of the Postmaster General or of such other person or persons as he shall at any time or times authorise to make such inspection.

Inspection of equipments officers &c.

9. All mails conveyed from Brindisi to Bombay in pursuance of this Agreement shall be conveyed by the Company from Brindisi to Alexandria and from Suez to Bombay and the voyage from Suez to Bombay shall be completed in 368 hours from the commencement of the voyage from Brindisi to Alexandria and the said period of 368 hours shall include 17 hours for the conveyance of such mails by land from Alexandria to Suez and 6 hours for the stoppage at Aden of the vessel by which the same shall be conveyed from Suez to Bombay.

Time for conveyance of mails from Brindisi to Bombay.

10. All mails conveyed from Bombay to Brindisi in pursuance of this Agreement shall be conveyed by the Company from Bombay to Suez and from Alexandria to Brindisi and the voyage from Alexandria to Brindisi shall be completed in 423 hours (during the prevalence of the south-west monsoon) and in 375 hours at all other times from the commencement of the voyage from Bombay to Suez and the said periods of 423 hours and 375 hours shall include 6 hours for the stoppage at Aden of the vessel by which the same shall be conveyed from Bombay to Suez and 24 hours for the conveyance of such mails by land from Suez to Alexandria.

Bombay to Brindisi.

11. All mails conveyed from Brindisi to Shanghai in pursuance of this Agreement shall be conveyed by the Company from Brindisi to Alexandria and from Suez to Shanghai and the

Brindisi to Shanghai.

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the voyage from Suez to Shanghai shall be completed in 947 hours (during the prevalence of the north-east monsoon) and in 875 hours at all other times from the commencement of the voyage from Brindisi to Alexandria and the said periods of 947 hours and 875 hours shall include 17 hours for the conveyance of such mails by land from Alexandria to Suez and 6 hours for the stoppage at Aden 24 hours for the stoppage at Point de Galle or Colombo 6 hours for the stoppage at Penang 24 hours for the stoppage at Singapore and 24 hours for the stoppage at Hong Kong of the vessel by which the same shall be conveyed from Suez to Shanghai.

Shanghai to Brindisi.

12. All mails conveyed from Shanghai to Brindisi in pursuance of this Agreement shall be conveyed by the Company from Shanghai to Suez and from Alexandria to Brindisi and the voyage from Alexandria to Brindisi shall be completed in 1,006 hours (during the prevalence of the south-west monsoon) in 910 hours at all other times from the commencement of the voyage from Shanghai to Suez and the said periods of 1,006 hours and 910 hours shall include 48 hours for the stoppage at Hong Kong 24 hours for the stoppage at Singapore 6 hours for the stoppage at Penang 24 hours for the stoppage at Point de Galle or Colombo 6 hours for the stoppage at Aden of the vessel by which the same shall be conveyed from Shanghai to Suez and 28 hours for the conveyance of such mails by land from Suez to Alexandria. Provided always that three additional hours shall be allowed for the conveyance of the mails from Brindisi to Shanghai and from Shanghai to Brindisi respectively if and whenever Colombo shall be substituted as a port of call in lieu of Point de Galle.

Duration of voyages
how reckoned.

13. The several periods of 368 hours 423 hours 375 hours 947 hours 875 hours 1,006 hours and 910 hours hereinbefore mentioned are hereinafter called periods of transit and shall in all cases be reckoned from the commencement of the voyage of the vessel by which the first part of the transit shall be performed to the completion of the voyage of the vessel by which the last part of the transit shall be performed and the times of the commencement and completion of every such voyage shall be ascertained and recorded by officers of the Postmaster General in pursuance of arrangements to be from time to time made by him for such purpose and the decision of the Postmaster General as to all questions relating to periods of transit shall be final and conclusive.

Commencement or
termination of voyages.

14. With respect to voyages commencing or terminating at Bombay a voyage commencing at Bombay shall be deemed to commence when the Bombay subsidiary steamer with the mails on board arrives alongside the vessel by which the voyage is intended to be performed and a voyage terminating at Bombay shall be deemed to be completed when the Bombay subsidiary steamer arrives alongside the vessel by which the voyage has been performed and with respect to voyages commencing or terminating at Brindisi or Shanghai a voyage commencing

mencing at Brindisi or Shanghai shall be deemed to commence so soon after the time appointed by the Postmaster General for the commencement thereof or after the completion of the embarkation of the mails on board the vessel by which the voyage is intended to be performed whichever shall last happen as (having regard to practical considerations) the anchor of the vessel can be weighed or the vessel can be loosed from its moorings and a voyage terminating at Brindisi or Shanghai shall be deemed to be completed when the vessel by which the voyage has been performed has arrived at a position in the port of final destination from which the mails can be conveniently delivered and has dropped its anchor or been attached to its moorings.

15. The conveyance by land between Alexandria and Suez of mails conveyed or intended to be conveyed in pursuance of this Agreement shall be under the direction of the Postmaster General and whenever the time occupied by such land conveyance shall exceed the time hereinbefore specified in that behalf an equivalent addition shall be made to the period of transit during which such excess shall have occurred.

Transit through Egypt.

16. One of the vessels to be provided under this Agreement shall at such intervals as are specified in the Schedule hereunder written and on such days of the week and at such hours as the Postmaster General shall appoint (either by a time table or time tables to be from time to time approved by him in accordance with the terms of this Agreement or otherwise as he shall think fit) and immediately after the mails are embarked put to sea from touch and arrive at the several ports or places respectively mentioned in the said Schedule and all the stipulations matters and things therein contained shall form part of this Agreement and be observed and performed by the Company accordingly And the Company shall convey in such vessels to and from and cause to be delivered and received at such of the ports or places mentioned in the said Schedule from or at which the said vessels are to start touch and arrive in the performance of this Agreement all such mails as shall or may be tendered or delivered to or received by the Company or any of their agents officers or servants by or from the Postmaster General or any of his officers or agents.

Vessels to start &c. as mentioned in Schedule.

17. Should it be deemed by the Postmaster General his officers or agents requisite for the public service that any vessel to be employed under this Agreement should at any time or times delay her departure from any port from which the mails are to be conveyed under this Agreement beyond the period appointed for her departure therefrom the Postmaster General his officers or agents shall have power to order such delay (not however exceeding 24 hours) by letters addressed by him or them to the master of any such vessel or person acting as such and which shall be deemed a sufficient authority for such detention and in any such case an equivalent addition shall be made to the period of transit during which such detention shall take place.

Power to delay departure.

18. If at any time or times the Postmaster General shall either on account of any alteration in the ports of call or for
30.

Power to alter times of departure &c.

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any other reason whatever desire to alter the particular days times or hours of departure from and arrival at any of the ports or places to or from which mails are for the time being to be conveyed under this Agreement he shall be at liberty so to do on giving to the Company three calendar months' notice in writing of such his desire provided such alterations do not necessitate a rate of speed beyond the rate of 11 knots per hour between Brindisi and Alexandria and between Suez and Bombay or beyond the rate of 10½ knots per hour between Suez and Shanghai.

Power to otherwise
modify services.

19. If at any time or times the Postmaster General shall desire otherwise to modify the services hereby agreed to be performed (as for example to increase or decrease the frequency of the conveyance of mails between any of the ports or places to or from which such mails are to be conveyed under this Agreement or to extend the conveyance of such mails to any other ports or places not specified in this Agreement or to discontinue the conveyance of such mails to or from any port or place specified in this Agreement) he shall be at liberty so to do on giving reasonable notice to the Company and from and after the expiration of any such notice the subsidy hereinafter agreed to be paid as the consideration for the performance by the Company of the services hereby agreed to be performed shall cease to be payable and the Postmaster General shall thenceforth during the continuance of this Agreement pay to the Company in lieu thereof a subsidy in consideration of the performance by the Company of such modified services of such amount as shall be agreed upon between the Postmaster General and the Company or failing such Agreement of such amount as shall be determined by arbitration in manner hereinafter provided and this Agreement shall thenceforth operate and take effect in the same manner in all respects as if the amount of such altered subsidy had been inserted in this Agreement instead of the subsidy hereinafter agreed to be paid.

Altered times and
services to be observed.

20. The particular days times and hours of departure from and arrival at any ports or places or of other services (if any) which may be appointed under the preceding clauses or any of them shall for the time being be deemed to be the days times and hours of departure and arrival of mails and other services under this Agreement and shall be observed and kept by the Company accordingly.

Vessel to carry officer
of Indian Post Office
between Suez and
Bombay and of Hong
Kong Post Office
between Singapore and
Hong Kong.

21. The Company shall receive and allow to remain on board of each of the said vessels while employed in the performance of this Agreement between Suez and Bombay and also while remaining at Suez and whether such vessel shall be with or without mails on board an officer of the Indian Post Office to take charge of and sort the said mails And the Company shall receive and allow to remain on board each of the said vessels while employed in the performance of this Agreement between Singapore and Hong Kong an officer of the Hong Kong Post Office to take charge of and sort the Hong Kong mails.

22. A suitable

22. A suitable first class cabin with appropriate bed bedding and furniture shall at the cost of the Company be provided and appropriated by them for the exclusive use and accommodation of every such officer and every of the said officers shall be victualled by the Company as a chief cabin passenger without any charge either for his passage or victualling.

His accommodation.

23. The Company shall also receive and allow to remain on board each of the said vessels while employed in the performance of this Agreement to the east of Suez and also while remaining at Suez or at any port or place east of Suez and whether such vessels shall be with or without mails on board in addition to the officer in charge of the mails such a number of officers in the service of the Post Office as shall be reasonably required for the purpose of sorting and making up the mails conveyed or to be conveyed by such vessel and shall without any charge provide suitable accommodation and victualling for such additional officers either as chief cabin passengers or as fore cabin passengers at the option of the said Postmaster General.

Sorting officers.

24. The Company shall at their own cost provide on each of the vessels to be employed under this Agreement a separate and convenient room for the convenient and secure deposit of the mails under lock and key and shall also at the like cost if and when they shall be required so to do by the Postmaster General erect and provide on each of the vessels to be employed under this Agreement between Suez and Bombay a separate and convenient room on the uppermost deck and on each of the vessels to be employed under this Agreement between Singapore and Hong Kong a separate and convenient room for sorting and making up the mails and shall provide in every such room all such furniture lamps fittings and other conveniences as shall be necessary or convenient for the purpose of sorting and making up mails and all such furniture lamps fittings and other conveniences shall be from time to time cleansed and kept in repair and the oil for the lamps supplied by the servants and at the cost of the Company and the services of the crew of every such vessel shall from time to time be given in the conveyance of the mails between the mail room and the sorting room.

Mail and sorting rooms.

25. At each port or place where mails are to be delivered and embarked the officer having charge of mails shall whenever and as often as by him shall be deemed necessary for the public service be conveyed on shore and also from the shore to the vessel employed for the time being in the performance of this Agreement together with or (if such officer shall consider it necessary for the purposes of this Agreement so to do) without mails in a suitable and seaworthy boat of not less than four oars to be furnished with effectual covering for the mails and properly provided manned and equipped by the Company.

Mail officer to be conveyed on shore.

26. The master or commander of each of the said vessels employed in the performance of this Agreement shall whenever
30. B required

Masters to take charge of mails when required.

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required by the Postmaster General or his agents without any remuneration other than the subsidy herein provided to be paid to the Company take due care of and the Company shall be responsible for the embarkation and delivery of the mails.

And make declarations &c.

27. Each of such masters or commanders shall make the usual declaration or declarations required or which may hereafter be required by the Postmaster General in such and similar cases and furnish such journals returns and information to and perform such services as the Postmaster General or his agents may require and every such master or commander or officer duly authorised by him having the charge of mails shall himself immediately on the arrival at any of the said ports or places of any such vessel deliver all mails for such port or place into the hands of the Postmaster or other person at such port or place whom the Postmaster General shall authorise to receive the same receiving in like manner all the return or other mails to be forwarded in due course.

Company not to convey letters other than Her Majesty's mails.

28. The Company shall not nor shall any of the masters or commanders of any of the vessels employed or to be employed under this Agreement receive or permit to be received on board any of the vessels employed under this Agreement any letters for conveyance other than those contained in Her Majesty's mails and such letters as are not required by law to pass through the Post Office nor shall the Company or any such master or commander receive or permit to be received on board any of such vessels any mails for conveyance on behalf of any colony or foreign country without the consent of the Postmaster General.

Company and officers to obey orders of Postmaster General.

29. The Company and all commanding and other officers of the vessels employed in the performance of this Agreement and all agents seamen and servants of the Company shall at all times punctually attend to the orders and directions of the Postmaster General his officers or agents as to the mode time and place of landing delivering and embarking mails.

Government passengers.

30. The Company shall and will when and so often as they or the Masters or Commanders of their vessels shall be required in writing so to do by the Postmaster General or by any officers or agents acting under his authority (such writing to specify the rank or description of the person or persons to be conveyed and the accommodation to be provided for him or them) receive provide for victual and convey to from and between any of the ports or places to from and between which any of the said vessels are to proceed in the performance of this Agreement in addition to any officers of the Post Office employed in connection with the mails conveyed or to be conveyed under this Agreement any number of naval military or civil officers in the service of Her Majesty not exceeding eight in any one ship with or without their wives and children as chief cabin or first class cabin passengers and any number of non-commissioned and warrant officers not exceeding four in any one ship with or without their wives

wives and children as fore cabin or second class passengers together with servants of both chief and fore cabin passengers and any number of seamen marines soldiers or artificers in Her Majesty's service not exceeding 10 in any one ship with or without their wives and children as deck or third class passengers to be always provided with effectual protection from rain sun and bad weather and not exposed on deck without such competent shelter and to have hammocks or bunks (subject to the approval of the Lords Commissioners of the Admiralty) placed between decks.

31. The passengers who shall be conveyed in pursuance of the last preceding clause (who are hereinafter designated Government passengers) with their families shall be treated in no respect whether as regards food cabin or other accommodation or aught else in a way inferior to that of ordinary passengers of the same class or that required by the Regulations of Her Majesty's Transport Service. The messing of the first and second-class Government passengers shall include in each day an imperial pint of good sound bottled or draught ale or beer and that of the first-class in addition an imperial pint of good foreign wine. The several classes of passengers shall mess in separate places and medical attendance medicine and medical comforts mess utensils and fittings cooking utensils articles for table use and mess places fuel lights requisite articles of bedding and all other necessaries shall be provided for them in like manner as for ordinary passengers of the like classes respectively. Their accommodation.

32. The passage-money for Government passengers and their families respectively shall be the same as that charged by the Company for ordinary passengers for the same class and shall include all the particulars mentioned in the last preceding clause and whenever any alteration of rates for ordinary passengers may be made the Postmaster General and the Lords Commissioners of the Admiralty shall be immediately apprised of such alteration. Passage money.

33. Returns of the embarkation and disembarkation of all Government passengers shall be furnished to the Director of Transport Services immediately after the departure and arrival of each vessel. Returns to be furnished.

34. Payments for passage-money for Government passengers shall be applied for by invoices according to a form to be obtained from the office of the Director of Transport Services and shall be made upon the production to such Director of the orders for the passage together with a certificate under the hand of the Commanding Officer specifying the number of the third-class passengers (men women and children) conveyed with the ages and sexes of the latter and stating the periods during which they have been respectively regularly supplied while on board with provisions and also of a certificate under the hand of each first and second class passenger of his or her Payments how made.

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having been landed at the place of destination and of having been properly accommodated and messed during the voyage and specifying the dates from and to which they were so messed computed from the first to the last dinner meal.

Baggage.

35. The Company shall convey for every Government passenger free of charge the quantity of baggage (whether such quantity shall be estimated or ascertained by bulk or weight) to which he is entitled under the Regulations of Her Majesty's Transport Service for the time being in force and freight shall be payable for any extra baggage of a Government passenger after the same rate as the freight payable according to the Regulations of the Company for the time being for extra baggage of an ordinary passenger of the same class.

Wives and families.

36. The passage-money for the wives and families of commissioned and civil officers when not ordered to be conveyed at the public expense shall be paid to the Company by the officers themselves.

Officers in Her Majesty's Service to have preference of other passengers.

37. In all cases where an officer in the civil naval or military service of Her Majesty who may not be entitled to a passage at the public expense shall require a passage on board any of the vessels employed in the performance of this Agreement the Company shall be bound to provide a passage for such officer in preference to any private passenger and shall charge no higher rate for such passage than is chargeable for an ordinary passenger.

Admiralty packages to be conveyed.

38. The Company shall receive on board each of the vessels employed in the performance of this Agreement and shall convey on behalf of the Lords Commissioners of the Admiralty any small packages which may be ordered for conveyance and also (on receiving from the Postmaster General or his officers or agents or from the British naval officer in command of any naval station two days previous notice) shall receive on board any naval or other stores not exceeding 10 tons weight or 15 tons of 40 cubic feet each in measurement at any one time in any one vessel and shall convey and deliver such small packages and stores at the lowest rate of freight charged by the Company for private goods of a similar character or description and the Company shall give immediate notice to the Postmaster General and the Lords Commissioners of the Admiralty of any alteration in such rate of freight and shall in all cases be responsible for the custody and safe and speedy delivery of such packages and stores.

Postmaster General may delegate his powers.

39. It shall be lawful for the Postmaster General at any time and from time to time to delegate any of the powers vested in him by virtue of these presents to such person or persons as he shall think fit.

Company not to convey dangerous articles.

40. The Company shall not convey in any vessel employed by them in pursuance of this Agreement any nitro glycerine or any other article which shall have been legally declared specially dangerous.

41. The

41. The Company shall undertake for themselves all arrangements relative to quarantine. Quarantine.

42. The Lords Commissioners of the Admiralty shall at any time during the continuance of this Agreement if they shall consider it necessary for the public interest so to do have power and be at liberty to purchase all or any of the vessels for the time being employed or intended to be employed under this Agreement at a valuation or to charter the same exclusively for Her Majesty's service at a rate of hire to be mutually fixed and agreed on by them and the Company or in case of difference be determined by arbitration and every or any difference as to the amount of valuation or hire or rate of hire so to be paid shall be determined by arbitration in manner hereinafter provided And the said Commissioners in the case of hiring any such vessel shall return the same to the Company in the same state and condition as the same was in at the time of any such hiring reasonable wear and tear excepted And if any difference should arise upon that point the same shall be determined by arbitration in manner hereinafter provided And it is further agreed that in the case of such purchase or hire the services hereby contracted to be performed shall be performed by other vessels of the Company of a similar description to the vessel or vessels purchased or hired if they can in due and proper time furnish them And in the event of the Company being allowed by the Postmaster General to continue to perform only a portion of such services there shall be paid to the Company such annual sum of money as shall be agreed upon by the Postmaster General and the Company and in case of their differing as to the amount the difference shall be determined by arbitration in manner hereinafter provided. Power to Admiralty to purchase or charter vessels.

43. In consideration of the due and faithful performance by the Company of the services hereby agreed to be performed by them there shall be payable to the Company during the continuance of this Agreement (out of such aids or supplies as may from time to time be appropriated by Parliament for that purpose) a yearly subsidy or sum after the rate of 370,000 *l.* per annum or (in the event of any such default or failure as hereinafter mentioned) so much of the said subsidy or sum as shall remain payable in respect of any year after making such deductions therefrom (if any) as hereinafter in that behalf mentioned in respect of any such default or failure. Subsidy.

44. If at any time the Company shall fail to provide an efficient vessel at Brindisi Bombay or Shanghai ready to put to sea on and at the appointed day and hour then and so often as the same shall happen there shall be deducted from the subsidy which would in the absence of such default be payable to the Company for the current year the sum of 500 *l.* and also the further sum of 100 *l.* for every successive 24 hours which shall elapse until such vessel actually proceeds to sea on her voyage in pursuance of this Agreement Provided Deductions for not providing vessel.

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always that the total amount of the sums deducted as last aforesaid shall not in the aggregate exceed the part of the said subsidy of 370,000 £. for the current year which shall be applicable to the voyage reckoned from the first port of departure to the last port of arrival in respect of which default shall have been made by a sum greater than the sum of 1,000 £.

For delay in delivering
outward mails.

45. If at any time or times Her Majesty's mails shall not be conveyed from Brindisi to Bombay or from Brindisi to Shanghai within the respective periods of transit hereinbefore stipulated in that behalf then and so often as the same shall happen there shall be deducted from the subsidy which but for this provision would be payable to the Company for the current year a sum of 100 £. for every complete period of 12 hours by which the time actually occupied in the conveyance of such mails from Brindisi to Bombay or from Brindisi to Shanghai as the case may be (reckoned from the commencement of the voyage from Brindisi to Alexandria to the completion of the voyage from Suez to Bombay or Shanghai as the case may be) shall have exceeded the period of transit hereinbefore stipulated in that behalf.

And homeward mails.

46. If at any time or times Her Majesty's mails shall not be conveyed from Bombay to Brindisi or from Shanghai to Brindisi within the respective periods of transit hereinbefore stipulated in that behalf then and so often as the same shall happen there shall be deducted from the subsidy which but for this provision would be payable to the Company for the current year a sum of 200 £. for every complete period of 12 hours by which the time actually occupied in the conveyance of such mails from Bombay to Brindisi or from Shanghai to Brindisi as the case may be (reckoned from the commencement of the voyage from Bombay to Suez or from Shanghai to Suez as the case may be to the completion of the voyage from Alexandria to Brindisi) shall have exceeded the period of transit hereinbefore stipulated in that behalf. Provided always that in the event of the late arrival of a vessel at Brindisi having on board mails conveyed from both Bombay and Shanghai one deduction only at the rate aforesaid shall be made under this clause although the times actually occupied in the conveyance of such mails both from Bombay to Brindisi and from Shanghai to Brindisi may have been in excess of the respective periods of transit hereinbefore stipulated in that behalf and such deduction shall be calculated on the longer of such periods of excess.

Limit of amount of
deductions.

47. Provided always that the total amount of the sums deducted in respect of any such default or failure as hereinbefore mentioned in the delivery of mails shall not exceed the part of the said subsidy of 370,000 £. for the current year which shall be applicable to the voyages both east and west of Egypt which have or ought to have been performed in the conveyance of such mails.

48. Each

48. Each of the deductions hereinbefore mentioned shall be made and the yearly subsidy of 370,000 *l.* be reduced accordingly from whatever cause the default or failure in respect of which the same are made shall have arisen and although such default or failure shall have arisen wholly or in part from any cause or causes altogether beyond the control of the Company and although no damage or loss shall have been sustained by reason or in connection with such default and no such deduction shall in any case be waived or the payment thereof remitted by the Postmaster General or be deemed to be a penalty or in the nature of a penalty and the payment by the Postmaster General of what shall from time to time remain due in respect of the said subsidy of 370,000 *l.* after making any such deduction as aforesaid shall in no case prejudice the right of the Postmaster General to treat the failure of the Company to provide an appropriate vessel at any appointed place or time or to perform any service at or within the appointed period as a breach of this Agreement.

Deductions absolute.

49. All accounts in relation to the said subsidy and the deductions therefrom shall be made out and settled up to and on or as soon as conveniently may be after the 31st day of March the 30th day of June the 30th day of September and the 31st day of December in each year and the amount or balance if any which shall be justly due to the Company on each such quarterly account shall be paid by the Postmaster General out of such aids or supplies as aforesaid upon the settlement thereof and for the purposes of such accounts the said yearly subsidy of 370,000 *l.* shall be deemed to accrue from day to day subject to the liability of the same to be reduced by such deductions as aforesaid.

Subsidy payable quarterly.

50. The Postmaster General may at any time before the 1st day of February 1880 elect by notice in writing under the hand of one of the Secretaries or Assistant Secretaries of the Post Office to pay during the continuance of this Agreement a yearly subsidy after the rate of 360,000 *l.* per annum only instead of the subsidy of 370,000 *l.* hereinbefore mentioned or so much of such reduced subsidy as shall remain payable in respect of any year after making such deductions therefrom (if any) as hereinbefore in that behalf mentioned in respect of any such default or failure as aforesaid. Provided always And it is hereby declared that in the event of the Postmaster General making such election as aforesaid no deduction shall be made from the said reduced subsidy by reason of any such default or failure as in Articles 45 46 and 47 respectively mentioned which is proved to the satisfaction of the Postmaster General to have arisen wholly or in part from any cause or causes altogether beyond the control of the Company.

Power to reduce subsidy on making deductions conditional.

51. This Agreement shall commence on or as from the 1st day of February 1880 and shall continue in force until the 31st day of January 1888 and shall then determine if the Postmaster General shall by writing under his hand or under the

Commencement and duration of Agreement.

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hand of one of the Secretaries or Assistant Secretaries for the time being of the Post Office have given to the Company or if the Company shall have given to the Postmaster General twenty four calendar months' notice that the Agreement shall so determine but if neither the Postmaster General nor the Company shall give any such notice this Agreement shall continue in force even after the said 31st day of January 1888 until the expiration of a twenty-four calendar months' notice in writing as aforesaid which may be given by either of the parties hereto to the other of them and which last-mentioned notice may be given on or at any time after the 31st day of January 1886.

Failure to commence services.

52. If the Company shall fail to commence the performance of the services hereby agreed to be performed on the 1st day of February 1880 or on the first day thereafter which the Postmaster General shall fix as the day for the commencement of the performance of such services the Company shall pay to Her Majesty Her heirs or successors as stipulated or ascertained damages in respect of such default the sum of 100 *l.* and also the further sum of 100 *l.* for every successive period of 24 hours which shall elapse before the Company shall commence the performance of such services. Provided always that the total amount which shall become payable by the Company in respect of such default as aforesaid shall not in the aggregate exceed the sum of 40,000 *l.* Provided also that the payment by the Company of the aforesaid sums by way of stipulated or ascertained damages in respect of any default in the commencement of the performance of the said services shall not prejudice the right of the Postmaster General to insist on any deduction from the said subsidy of 370,000 *l.* or 360,000 *l.* as the case may be to which he may be entitled in respect of the same default under the provisions hereinbefore contained.

Voyages commenced when Agreement ends to be completed.

53. If on the determination of this Agreement any vessel or vessels shall have started or shall start on any voyage or voyages with the mails on board in conformity with this Agreement such voyage or voyages shall be continued and performed and the mails be delivered and embarked during and at the termination of the same as if this Agreement had remained in force with regard to any such vessels and services. And with respect to such vessels and services as last aforesaid respectively this Agreement shall be considered as having terminated when such respective vessels shall have reached their port or place of destination and such respective services shall have been performed but the Company shall not be entitled to receive any payment or compensation for the same.

Notices.

54. All notices or directions which the Postmaster General his officers agents or others are hereby authorised to give to the Company their officers servants or agents other than any notice of termination of this Agreement may at the option of the Postmaster General his officers agents or others either be delivered

delivered to the master of any of the said vessels or any other officer or agent of the Company in the charge or management of any vessel employed in the performance of this Agreement or left for the Company at their office or house of business in London or any other place and any notices or directions so given or left shall be binding on the Company Provided always that any notice of termination of this Agreement shall be served on the Company their officers servants or agents at their office or last known office in London.

55. The Company shall not assign underlet or dispose of this Agreement or any part thereof without the consent of the Postmaster General signified in writing under his hand or under the hand of one of the Secretaries or Assistant Secretaries of the Post Office and in case of the same or any part thereof being assigned underlet or otherwise disposed of or of any great or habitual breach of this Agreement or any covenant matter or thing herein contained on the part of the Company their officers agents or servants it shall be lawful for the Postmaster General if he shall think fit and notwithstanding there may or may not have been any former breach of this Agreement by writing under his hand or under the hand of one of the Secretaries or Assistant Secretaries of the Post Office to determine this Agreement without any previous notice to the Company or their agents nor shall the Company be entitled to any compensation in respect of such determination and such determination shall not deprive the Postmaster General of any right or remedy to which he would otherwise be entitled by reason of such breach or any prior breach of this Agreement and in case any difference shall arise between the parties hereto as to the sufficiency of any such breach as aforesaid to justify the Postmaster General in determining this Agreement such difference shall be referred to and determined by arbitration in manner hereafter provided Provided always that in case within seven days after service on the Company of a notice determining this Agreement on the ground of any great or habitual breach or breaches thereof the Company give a notice in writing to the Postmaster General (by delivering the same or sending the same by post to one of the Secretaries of the Post Office) that they dispute the sufficiency of such breach or breaches to justify the Postmaster General in determining this Agreement such dispute shall be referred to arbitration in manner hereinafter provided and in such case this Agreement shall notwithstanding such notice of determination continue in force unless and until an award shall be made to the effect that such breach or breaches was or were sufficient to justify the Postmaster General in giving such notice of determination as aforesaid.

Company not to assign
&c. Agreement.

56. All matters which in pursuance of the provisions herein- before contained are to be determined by arbitration shall be referred to two arbitrators or their umpire pursuant to and so as with regard to the mode and consequences of the reference and in all other respects to conform to the provisions

Arbitration.

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in that behalf contained in the Common Law Procedure Act 1854 or any then subsisting statutory modification thereof and upon every or any such reference the arbitrators and umpire shall respectively have power to examine the parties and witnesses upon oath or affirmation and every or any such reference may be made a rule or order of any division of Her Majesty's High Court of Justice on the application of either party and such party may instruct counsel to consent thereto for the other party.

Member of Parliament
not to have interest in
Agreement.

57. In pursuance of the provisions contained in an Act of Parliament passed in the 22nd year of the reign of King George the Third intituled "An Act for restraining any person concerned in any Contract Commission or Agreement made for the public service from being elected or sitting and voting as a Member of the House of Commons" no Member of the House of Commons shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom contrary to the true intent and meaning of the said Act.

Agreement to be
approved by House of
Commons.

58. This Agreement shall not be binding until it has been approved by a resolution of the House of Commons.

Bond Clause.

59. And lastly for the due and faithful performance of all and singular the covenants conditions provisoes clauses articles and agreements hereinbefore contained which on the part and behalf of the Company are or ought to be observed performed fulfilled and kept the Company do hereby bind themselves and their successors unto our Sovereign Lady the Queen in the sum of 40,000 £. of lawful money of the United Kingdom to be paid to our said Lady the Queen Her heirs and successors by way of stipulated or ascertained damages hereby agreed upon between the Postmaster General and the Company in case of the failure on the part of the Company in the due execution of this Agreement or any part thereof.

In witness whereof the said John James Robert Manners commonly called Lord John Manners Her Majesty's Postmaster General hath hereunto set his hand and seal and the Peninsular and Oriental Steam Navigation Company have caused their common seal to be hereunto affixed the day and year first above written.

THE SCHEDULE

ABOVE REFERRED TO.

ROUTE No. 1.

ONCE A WEEK.

From Brindisi to Alexandria and back from Alexandria to Brindisi.

ROUTE No. 2.

ONCE A WEEK.

From Suez to Bombay calling at Aden and back from Bombay to Suez calling at Aden.

ROUTE No. 3.

ONCE IN EVERY TWO WEEKS.

From Suez to Shanghai calling at Aden Point de Galle (or at the option of the Postmaster General to be exercised at any time and from time to time at Colombo in lieu of Point de Galle) and calling also at Penang Singapore and Hong Kong and back from Shanghai to Suez calling at Hong Kong Singapore Penang Point de Galle (or at the option of the Postmaster General to be exercised at any time and from time to time at Colombo in lieu of Point de Galle) and Aden.

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Signed sealed and delivered by the said John
James Robert Manners (commonly called
Lord John Manners) Her Majesty's Post-
master General in the presence of

HENRY J. L. GRAHAM
8 Princes Gate S.W.
Barrister-at-Law.

JOHN MANNERS.

L. S.

The Common Seal of the Peninsular and
Oriental Steam Navigation Company was
hereunto affixed in the presence of

EDWARD THORNTON
THO^S SUTHERLAND
J. R. ENGLÉDUE
H. BAYLEY } Directors.



A. M. BETHUNE Secretary.

COPY of TREASURY MINUTE, dated 12th February 1879.

MY Lords have before them the contract, dated the 7th February 1879, which has been concluded with the Peninsular and Oriental Steam Navigation Company for the conveyance of the India and China mails after the termination of the present contract with that Company on the 1st February 1880.

By the terms of the new contract the mails are to be conveyed between Brindisi and Alexandria, and between Suez and Bombay, at an average speed of 11 knots an hour; and between Suez and Shanghai at an average speed of $10\frac{1}{2}$ knots an hour, being in both cases a considerable acceleration of speed over the present rate.*

The contract, which will come into operation at the expiration of the present contract, is concluded for a period of eight years, and the subsidy to be paid is 370,000 *l.* a year (50,000 *l.* a year less than at present paid), with absolute penalties in case of failure to fulfil the terms of the contract; but a clause has been inserted therein under which the Postmaster General is empowered to give notice any time before the commencement of the new contract that he elects to reduce the subsidy to 360,000 *l.* a year, in which case instead of the penalties being absolute, no deduction from the subsidy will be made on account of penalties, where the default or failure is proved to the satisfaction of the Postmaster General to have arisen wholly, or in part, from any cause or causes beyond the control of the Company.

The following Minute, which my Lords caused to be issued on the 23rd of August last, fully explains the reasons which induced them to accept the tender of the Peninsular and Oriental Steam Navigation Company for the service in question.

The contract with the Peninsular and Oriental Steam Navigation Company for the conveyance of the India and China mails coming to an end on the 1st of February 1880, the Postmaster General in the early part of this year wrote to the Treasury on the subject of the arrangements necessary for effecting a new contract for the service. He stated that under the present contract services are maintained—

- (1.) Once a week from Southampton to Suez, *viâ* the Suez Canal.

In connection with this service there is one from Brindisi to Alexandria,
and the two services join at Suez, forming a weekly service to Bombay.

- (2.) A fortnightly service to Point de Galle and Calcutta.

- (3.) A fortnightly service from Bombay to Point de Galle, forming then a junction with the packet from Suez, and going on to Hong Kong and Shanghai.

- (4.) A fortnightly service from Hong Kong to Yokohama—similar services being performed on the homeward voyages.

He proposed that in framing advertisements calling for tenders for carrying on the service after the expiration of the existing contract, no reference should be made to services between Southampton and Suez and Point de Galle and Calcutta, which his Lordship stated to be of comparatively little advantage to the public, and he suggested that tenders should be invited for services.—

1. Weekly between Brindisi and Alexandria, and between Suez and Bombay, or weekly between Brindisi and Bombay through the Suez Canal.

2. Fortnightly

* *Note.*—The present contract with the Peninsular and Oriental Steam Navigation Company does not stipulate for any definite speed; the Company are bound to convey the mails from Brindisi to Bombay and from Brindisi to Shanghai in a certain number of hours, which includes the transit through Egypt and the stoppages at intermediate ports, but making allowance for these delays the average speed between Brindisi and Bombay is $9\frac{1}{2}$, and between Brindisi and Shanghai $9\frac{1}{2}$ knots an hour.

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2. Fortnightly between Suez and Shanghai, or through the Suez Canal between Brindisi and Shanghai.

3. Fortnightly between Hong Kong and Yokohama.

The packets to call at Aden on the voyage in each direction between Suez and Bombay or between Brindisi and Bombay, and at Aden, Point de Galle, Penang, Singapore, and Hong Kong on the voyage, in each direction between Suez and Shanghai or between Brindisi and Shanghai.

Other points were raised in Lord John Manners' letter as to rates of speed, and whether penalties, if levied, should be absolute, or allowance should be made for bad weather, &c. The Postmaster General's proposals were referred at once for the consideration of the Secretary of State for India in Council, who deemed it necessary to communicate with the India Government on the subject. The reply from the Government of India reached London in June last.

The Postmaster General's suggestions were likewise referred to the Secretary of State for the Colonies, with reference to such parts of the question as affected the postal communication with Ceylon, the Straits Settlements, and Hong Kong, and, indirectly, with the Australian Colonies.

Immediately on the receipt of the Indian Despatches, a conference was held at this office of representatives of the Treasury, the India, Colonial, and Post Offices, who went into the whole subject, and the result was, that on the 20th June, my Lords authorised the Postmaster General to call for tenders from owners of vessels sailing under the British flag, for services once a week between Brindisi and Alexandria and Suez and Bombay, or between Brindisi and Bombay, through the Suez Canal, the packets in either case calling at Aden on their outward and homeward voyages; and they intimated that in their opinion a rate of speed throughout of 12 knots an hour (with an allowance of 48 hours on the homeward voyage during the prevalence of the south-west monsoon) should be demanded for such services; the parties tendering to state what abatement of subsidy they would be prepared to make if the rate of speed required on the route eastward of Suez should be reduced to $11\frac{1}{2}$, 11, $10\frac{1}{2}$, and 10 knots.

My Lords likewise authorised the Postmaster General to call for tenders from owners of vessels sailing under the British flag, for a service once a fortnight between Suez and Shanghai, calling on the voyage in each direction at Aden, Point de Galle (or Colombo, at the option of the Postmaster General), Penang, Singapore, and Hong Kong, with a service between Brindisi and Alexandria, or through the Canal and Suez, should not the China Service be undertaken by the parties holding the contract for the Indian Service.

The speed between Brindisi and Alexandria or Suez to be 12 knots an hour, and for the remainder of the service 11 knots (with a suitable allowance of extra time during the prevalence of the south-west and north-east monsoons). But so far as regards the service east of Suez, the parties tendering to be at liberty to state what abatement they would make in the amount of subsidy, if allowed to perform the service at a speed of $10\frac{1}{2}$, 10, or $9\frac{1}{2}$ knots.

With regard to the number of years for which the contracts should be made for these services, my Lords desired that parties tendering should be invited to state the amount of subsidy they would require in the event of the contract or contracts being made for five, six, seven, or eight years; absolute penalties to be required in the case of both services, but parties tendering to be at liberty to state what abatement they would make if penalties for excess of time on voyage should not be enforced, if arising from circumstances beyond control. My Lords did not deem it necessary that tenders should be called for a fortnightly service between Hong Kong and Yokohama, having reference to the fact that there is now existing a fortnightly packet service under contract with the French Government between those points, and that the most important portion of the correspondence between this country and Japan is conveyed *viâ* San Francisco.

Forms of tender for these services were accordingly prepared and approved of by my Lords, and the Postmaster General was requested, by a letter from this Board of the 26th of June, when issuing a notice calling for tenders, to require that all tenders for the services in question should be sent in to the Post Office by the 25th of July.

On the 29th July the Postmaster General forwarded to the Treasury the tenders which had been received for the conveyance of the India and China mails.

These

These tenders are as follows :—

- (1.) A tender from the Sun Shipping Company at Liverpool, for a service between Suez and Bombay fortnightly.
- (2.) Tenders from Messrs. Geo. Smith & Son, of Glasgow, for services weekly.
 - (a.) Between Brindisi and Bombay by the Suez Canal.
 - (b.) Between Brindisi and Alexandria and between Suez and Bombay.
3. Several tenders from the Peninsular and Oriental Steam Navigation Company for services varying in extent and in the rate of speed offered.
4. Several tenders from Mr. Alfred Holt, of Liverpool, varying in like manner in extent and the rates of speed offered.

The Postmaster General observes that Nos. 1 and 2 may be set aside, as they do not provide a complete service. His Lordship, after remarking that for what the Peninsular and Oriental Company term an "Express" service (14 knots an hour in the Mediterranean, and 11 knots to Bombay and Shanghai) equal to $11\frac{1}{2}$ knots an hour throughout between Brindisi, Alexandria, and Suez and Bombay, and 11 knots an hour between Suez and Shanghai, the sum demanded by the Company, 410,000 *l.* a year, is lower than 446,000 *l.* a year demanded by Mr. Holt, for a service at 12 knots an hour between Brindisi and Alexandria, and Suez and Bombay, and 11 knots between Suez and China, proceeds to recommend that favourable consideration should be given to a tender made by Mr. Holt, wherein that gentleman undertakes to convey the mails at 11 knots an hour between Brindisi and Bombay, and 10 knots an hour between Bombay and Shanghai, for the sum of 336,500 *l.*, with absolute penalties.

Lord John Manners observes that the tender of the Peninsular and Oriental Steam Navigation Company, which may best be compared with that of Mr. Holt, above adverted to, is one which provides for a speed of $10\frac{1}{2}$ knots instead of 10 knots offered by Mr. Holt on the line from Suez to Shanghai. Against this gain of speed (and a complete service from Suez to Ceylon and China) there is as a set-off an increase of cost of 33,500 *l.* a year, their offer being 370,000 *l.* against Mr. Holt's offer of 336,500 *l.* a year.*

The Postmaster General's letter, together with the tenders themselves, having been referred for the consideration of the Secretary of State for India in Council, Lord Cranbrook in reply, whilst expressing his regret that the difference between the two tenders to which Lord John Manners specially calls attention, viz., the one from Mr. Holt for a subsidy of 336,500 *l.*, and the other from the Peninsular and Oriental Company for 370,000 *l.*, "is in the opinion of the Postmaster General so large as to warrant the transfer of the contract to other hands than those of the Peninsular and Oriental Steam Navigation Company, after the faithful manner in which the duties of the mail service have been performed by it for the long period of 40 years," remarks, "that the matter is one in which the ultimate decision must rest with the Treasury," and he states that "if, after full consideration, their Lordships consider it right to accept Mr. Holt's tender," he "will accept their decision."

It may be here observed, that the rate of speed offered between Brindisi and Alexandria, and Suez and Bombay, is the same in both tenders, viz., 11 knots an hour.

The Papers were also referred for the consideration of the Secretary of State for the Colonies. Sir Michael Hicks Beach, in answer, expressed himself very strongly in favour of the "Express" service offered by the Peninsular and Oriental Company, of 14 knots an hour in the Mediterranean, and 11 knots an hour eastward of Suez. He deprecated the sending the Colonial and China Mails round by Bombay, involving considerable loss of time in their transmission, and he reminded their Lordships that the Peninsular and Oriental Company's system "supplies communication not only with the East, but also

" with

* *Note.*—A tender from Mr. Holt, which might more fairly be compared with that of the Peninsular and Oriental Company here referred to, is one for a service between Brindisi and Alexandria and Suez and Bombay at a speed of 11 knots an hour (the same as that provided in the tender of the Peninsular and Oriental Company), and between Suez, Ceylon, and China, at a speed of 10 knots an hour (half a knot less than that provided by the Company's tender), for a subsidy of 384,000 *l.* a year, being 14,000 *l.* a year in excess of the Company's tender.

“ with the Australian Colonies, and that when their contract with the Australian Colonies terminates, there would be no guarantee that either Mr. Holt or any other firm would be ready or able to take it up, in which case these Colonies would again be exposed to the great inconvenience of an imperfect connection with Europe as well as with India, China, and the East.”

The question being now ripe for consideration, the Chancellor of the Exchequer on the part of my Lords, having reference to the great importance of the services to be maintained, and to the differences of opinion entertained with respect to the tenders which should be accepted for the performance of such services, thought it advisable that the whole matter should be referred to a Committee of the Cabinet, consisting of the Secretaries of State for India, War, and the Colonies, the First Lord of the Admiralty, the Postmaster General, and himself.

The Committee, having carefully considered each tender, came to the conclusion that the tender of the Peninsular and Oriental Steam Navigation Company, for a service once a week between Brindisi and Alexandria, and Suez and Bombay, at a speed of 11 knots an hour, and one between Suez and Shanghai, once a fortnight, at 10½ knots an hour, with absolute penalties, for a subsidy of 370,000 *l.* a year, was on the whole the tender which, in the interest of the public, it was desirable should be accepted.

The advantages as to speed in the conveyance of the mails which the “Express” service offered by the Peninsular and Oriental Company would give over the times provided in the tender which it is proposed should be accepted, would be only 16 hours less between Brindisi and Bombay, 30 between Brindisi and Ceylon, and 48 between Brindisi and Shanghai, whilst the cost, with absolute penalties, would be 50,000 *l.* a year more.

A comparison between Mr. Holt’s tender to perform the services in question for a subsidy of 336,500 *l.*, and that of the Peninsular and Oriental Company above referred to, shows marked differences in favour of the tender of the Company.

As regards the services between Brindisi and Alexandria, and Suez and Bombay, there is no difference between the two tenders with respect to the time to be occupied in carrying out such services: but with respect to the Colonial and China Mails, Mr. Holt proposes to convey them by way of Bombay at a rate of speed of only 10 knots an hour from Bombay, whilst the Peninsular and Oriental Company will give a complete service from Suez direct to Ceylon, the Straits, and China, at a rate of speed of 10½ knots an hour.

Under Mr. Holt’s tender the time which would be occupied in the conveyance of the mails between Brindisi and Ceylon would be 478 hours, whilst under the Peninsular and Oriental Company’s tender the time required would be only 433 hours, a saving of time of 45 hours, almost equal to two days.

Again, Mr. Holt requires 673 hours for the carriage of the mails between Brindisi and Singapore, whilst the Peninsular and Oriental Company only require 621 hours, a saving equal to 2 days 4 hours. And lastly, as regards the mails to and from Shanghai, against Mr. Holt’s 952 hours, the Peninsular and Oriental Company only require 889* hours for the service, or 2 days 15 hours less.

At present the mails to and from Victoria, Tasmania, and the other Australian Colonies to the westward of Melbourne, are carried once a month between this country and Point de Galle by the Peninsular and Oriental packets employed on the China Mail Service, and the mails to and from Queensland are likewise carried by the same packets between this country and Singapore; Victoria providing for the packet service between Ceylon and Melbourne under a contract which the Colony has with the Peninsular and Oriental Company, and which will expire at the same time as the Imperial Government contract which the Company now holds, and Queensland providing for her mail service between Singapore and the Colony.

There can be little doubt that if any arrangement, such as that now in existence, is made for the carriage of the Australian mails after the termination of

* Note.—There is a slight discrepancy between the number of hours given in this Minute and the number of hours provided in the contract. Owing to the shorter stoppages on the route than were anticipated, it has been found possible to reduce the number of hours to be occupied in the conveyance of the mails from Brindisi to Shanghai to 875 hours.

Mr. Holt's tender against 472, the Colonies would object to such mails being carried their mails which more so as the time which would be occupied under Company's tender between Brindisi and Point de Galle would be 478 hours, pondence of the time. The great saving of time in the conveyance of arrangements with could be effected under the Peninsular and Oriental

Having reference could certainly be of material advantage to the corres- the tender should be concerned, and would tend to facilitate satisfactory Navigation Company when the proper time arrives.

Alexandria, and the above observations, my Lords are of opinion that 11 knots an hour accepted which the Peninsular and Oriental Steam Shanghai, and *vice versa* as made for a service once a week between Brindisi and 370,000 *l.* a year. and Bombay, and *vice versa*; at a rate of speed of notice.

The penalties to be *versá*, at a rate of speed of 10½ knots, for a subsidy of year in the event of contract to be for eight years, terminable on 24 months'

The advantage pany over that of absolute; but the subsidy may be reduced by 10,000 *l.* a

In the first the penalties not being made absolute. Ceylon and China accepting the tender of the Peninsular and Oriental Com- mails, and the Mr. Holt may be summarised as follows:— Bombay.

In the second place, the Company give a direct service from Suez to place, the advantage in regard to the time which will be occupied in the conveyance of such mails is manifestly in favour of the Peninsular and Oriental tender as against that of Mr. Holt. The difference of time in favour of the Company's tender being,—

Between Brindisi and Ceylon - - - - 45 hours.

„ Brindisi and Ceylon - - - - 45 hours.

and Singapore - - - - 52 „

and Shanghai - - - - 63 „

Transmit copy of Lordship's information their Lordships' services in question.

Transmit copy of the above Minute to the Postmaster General, for his Secretary of State to the respective parties who tendered for the which has recently into for the conveyance of the India in Council, with reference to the correspondence present contract.

Write in similar terms to Mr. Herbert, forwarding to him copy of the Minute for the information of the India and China mails on the termination of the

to Mr. Herbert, forwarding to him copy of the Minute for Michael Hicks Beach.

Let a copy of the laid upon the Table with a view to his question.

contract, together with a copy of the above Minute, be the House of Commons by their Financial Secretary, obtaining the approval of the House to the contract in

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on 01 February, 2020

